

Dated 28 September 2018

SUN CHEONG CREATIVE DEVELOPMENT HOLDINGS LIMITED
(新昌創展控股有限公司)

and

THE CONTROLLING SHAREHOLDERS
(as defined herein)

and

THE EXECUTIVE DIRECTORS
(as defined herein)

and

GIRAFFE CAPITAL LIMITED
(“Giraffe Capital” or the “Sole Sponsor”)

and

SOUTH CHINA SECURITIES LIMITED
(“South China”)

and

FUTURE LAND RESOURCES SECURITIES LIMITED
(“Future Land” or together with Giraffe Capital and South China, the “Joint Bookrunners” and the “Joint Lead Managers”)

and

YUZHOU FINANCIAL HOLDINGS LIMITED
(the “Co-Manager”)

and

THE PLACING UNDERWRITERS
(as defined herein)

PLACING UNDERWRITING AGREEMENT

relating to Placing consisting of
121,500,000 Shares (subject to reallocation) of nominal or par value HK\$0.01 each
in the share capital of

SUN CHEONG CREATIVE DEVELOPMENT HOLDINGS LIMITED
(新昌創展控股有限公司)

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THIS AGREEMENT is made on 28 September 2018

BETWEEN:

- (1) **SUN CHEONG CREATIVE DEVELOPMENT HOLDINGS LIMITED (新昌創展控股有限公司)**, an exempted company incorporated in the Cayman Islands with limited liability, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its principal place of business in Hong Kong at Flat B-F, 23/F, Block 4, Golden Dragon Industrial Centre, 182-190 Tai Lin Pai Road, Kwai Chung, New Territories, Hong Kong (the “**Company**”);
- (2) **THE PERSONS** whose names and addresses are stated in *Part A* of *Schedule 1* (each a “**Controlling Shareholder**”, together the “**Controlling Shareholders**”);
- (3) **THE PERSONS** whose names and addresses are stated in *Part B* of *Schedule 1* (each an “**Executive Director**”, together the “**Executive Directors**”);
- (4) **GIRAFFE CAPITAL LIMITED**, a company incorporated under the laws of Hong Kong whose registered address is at 22/F, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong (“**Giraffe Capital**” or alternatively, the “**Sole Sponsor**”);
- (5) **SOUTH CHINA SECURITIES LIMITED** a company incorporated under the laws of Hong Kong whose registered address is at 28/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong (“**South China**”);
- (6) **FUTURE LAND RESOURCES SECURITIES LIMITED**, a company incorporated under the laws of Hong Kong whose registered address is at Flat B, 20/F, Guangdong Investment Tower, 148 Connaught Road Central, Sheung Wan, Hong Kong (“**Future Land**” or together with Giraffe Capital and South China, the “**Joint Bookrunners**” and “**Joint Lead Managers**”);
- (7) **YUZHOU FINANCIAL HOLDINGS LIMITED**, a company incorporated under the laws of Hong Kong whose registered office is at Unit E, 6/F Yardley Commercial Building, 1-6 Connaught Road West, Sheung Wan, Hong Kong (“**Yuzhou Financial**”, or the “**Co-Manager**”); and
- (8) **THE PLACING UNDERWRITERS**, whose names and registered offices are set forth in *Schedule 2* (the “**Placing Underwriters**”).

WHEREAS:

- (A) The Company was incorporated in the Cayman Islands as an exempted company with limited liability on 22 March 2016.
- (B) The Company was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 28 April 2016.
- (C) Immediately upon completion of the Share Offer, the authorised share capital of the Company will be HK\$20,000,000, divided into 2,000,000,000 Shares of par value

HK\$0.01 each, of which 540,000,000 issued Shares will be fully paid or credited as fully paid.

- (D) The Company has agreed to offer for subscription for the Offer Shares pursuant to the Share Offer, with the Public Offer Shares being offered by the Company pursuant to the Public Offer, and the Placing Shares to be offered by the Company pursuant to the Placing.
- (E) The Warrantors, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager, and the Public Offer Underwriters have entered into the Public Offer Underwriting Agreement providing for the underwriting of the Public Offer Shares by the Public Offer Underwriters on the terms and subject to the conditions set out therein.
- (F) At a meeting of the Board held on 16 August 2018, resolutions were duly passed pursuant to which, inter alia, the Directors were authorised to agree and sign on behalf of the Company this Agreement and all other relevant documents in connection with the Share Offer.
- (G) The Executive Directors are all executive Directors as at the date hereof and will remain so as at completion of the Share Offer.
- (H) The Placing Underwriters have agreed to underwrite the Placing Shares, on the terms and subject to the conditions set out herein.
- (I) The Company has appointed Giraffe Capital to act as the Sole Sponsor of the Share Offer.
- (J) The Company has appointed Giraffe Capital, South China and Future Land to the exclusion of all others, as the joint bookrunners of the Share Offer.
- (K) The Company has appointed Giraffe Capital, South China and Future Land to the exclusion of all others, as the joint lead managers of the Share Offer.
- (L) The Company has appointed Yuzhou Financial to the exclusion of all others, as the co-manager of the Share Offer.
- (M) Giraffe Capital, on behalf of the Company, first submitted on 15 November 2017 an application to the Stock Exchange for the listing of and permission to deal in the Shares issued and to be issued under the Share Offer or otherwise as described in the Prospectus.
- (N) The Warrantors have jointly and severally agreed to give the representations, warranties and undertakings contained in this Agreement.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals and the Schedules), the following expressions shall, unless the context otherwise requires, have the following meanings:

“Accepted Public Offer Applications”	Public Offer Applications which have been accepted (whether in whole or in part) pursuant to the Public Offer Underwriting Agreement;
“Accounts”	the audited combined financial statements of the Group for the four years ended 31 December 2017 and the six months ended 30 June 2018 contained in the accountants’ report prepared by the Reporting Accountants and appended as Appendix I to the Prospectus;
“Accounts Date”	30 June 2018;
“Actions”	has the meaning ascribed thereto in Clause 7.1;
“Affiliate”	in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of such holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. For the purposes of this definition, the term “control” (including the terms “controlling” , “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
“Agreement Among Placing Underwriters”	the agreement expected to be entered into on the date hereof amongst, inter alia, the Placing Underwriters governing certain rights and obligations between the Placing Underwriters in relation to the Placing;
“Application Forms”	the WHITE and YELLOW application forms in the agreed form on which Public Offer Applications were made and where the context requires, the form of application for the Public Offer Shares that CCASS uses in making bulk share application as agent on behalf of those applicants giving electronic instructions;

“Approvals”	all approvals, sanctions, orders, franchises, clearances, declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and registrations and “Approval” shall be construed accordingly;
“Articles” or “Articles of Association”	the articles of association of the Company conditionally adopted by the Company on 16 August 2018 with effect from the Listing Date;
“associates”	has the meaning ascribed thereto in the Listing Rules;
“Board”	the board of Directors;
“Brokerage”	brokerage of 1% of the Offer Price;
“Brokerage, Fees and Levies”	the Brokerage, the Trading Fee and the Transaction Levy;
“Business Day”	any day (other than a Saturday or Sunday) on which licensed banks in Hong Kong are generally open for business;
“BVI”	the British Virgin Islands;
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;
“Companies Law”	the Companies Law, Cap.22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands;
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“Companies (Winding Up and Miscellaneous Provisions) Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“Company’s Legal Adviser”	Watson Farley & Williams, the legal adviser to the Company as to the laws of Hong Kong;
“Conditions”	the conditions precedent set out in Clause 2.1;
“Conditions Precedent Documents”	the documents listed in <i>Schedule 3</i> ;

“Corporate Reorganisation”	the reorganisation of the Company in preparation for the listing of the Shares on the Stock Exchange, as described in the Prospectus;
“Deed of Indemnity”	the deed of indemnity dated 16 August 2018 provided in connection with the Share Offer entered into by, inter alia, the Controlling Shareholders in favour of the Company;
“Directors”	the directors of the Company whose names are set out as such in the section headed “Directors and senior management” in the Prospectus;
“Encumbrance”	any pledge, charge, lien, mortgage, option, restriction, right of first refusal, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights of the same nature as that of the foregoing or other encumbrances or security interest of any kind or another type of preferential arrangement (including without limitation, retention arrangement) having similar effect;
“Force Majeure Expiry Date”	the Listing Date;
“Formal Notice”	the formal notice published in connection with the Public Offer, in substantially agreed form and in accordance with the requirements under Rule 12.02 of the Listing Rules (as amended or supplemented);
“Governmental Authority”	any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of all relevant jurisdictions, including (without limitation) Hong Kong, Cayman Islands, the PRC and the BVI (as the case may be);
“Group”	the Company and the Subsidiaries, and, where the context refers to any time prior to the effective date of the Corporate Reorganisation, those entities or businesses which were contributed to, and/or became part of, the Group pursuant to the Corporate Reorganisation;
“Group Company”	a member of the Group;
“holding company”	has the meaning ascribed thereto in part 1 division 4 section 13 of the Companies Ordinance;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;

“Hong Kong dollars” or “HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Indemnified Person”	has the meaning ascribed thereto in Clause 7.1;
“Laws”	all laws, rules, statutes, ordinances, regulations, guidelines, opinions, notices, circulars, orders, judgements, decrees or rulings of any Governmental Authority and “Law” includes any one of them;
“Listing Committee”	the listing committee of the Stock Exchange;
“Listing Date”	the first day on which dealings in the Shares first commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended or replaced or as their application is modified by listing decisions published from time to time or any other provisions from time to time;
“Losses”	has the meaning ascribed thereto in Clause 7.1;
“Mandate Letter”	has the meaning ascribed thereto in Clause 2.5.1;
“Material Adverse Effect”	a material adverse change, or any development likely to involve a prospective material adverse change, in the condition (financial, operational or otherwise) or in the earnings, business affairs or business prospects, assets or liabilities of the Group, taken as a whole, whether or not arising in the ordinary course of business;
“Mr. Billy Tong”	Mr. Tong Bak Nam Billy (湯栢楠), an executive Director;
“Mr. Chan”	Mr. Chan Kam Hon Ivan (陳錦漢), an executive Director;
“Mr. Tong”	Mr. Tong Ying Chiu (湯應潮), an executive Director and one of the Controlling Shareholders;
“Ms. Ng”	Ms. Ng Siu Kuen Sylvia (吳笑娟), an executive Director and one of the Controlling Shareholders;
“Offer Documents”	the Public Offer Documents and the Placing Documents;
“Offer Price”	the final price per Share in Hong Kong dollars (exclusive of the Brokerage, Fees and Levies) at which the Offer Shares are to be offered, as recorded in the Price Determination Agreement in accordance with Clause 2.4;

“Offer Shares”	the Public Offer Shares and the Placing Shares;
“Operative Documents”	the agreements set out in the section headed “B. Further information about the business of our Group – 1. Summary of material contracts” in Appendix IV to the Prospectus, together with the Receiving Bank Agreement (as defined in the Public Offer Underwriting Agreement), the Principal Registrar Agreement, the Registrar Agreement, this Agreement and the Price Determination Agreement;
“Placee”	means each subscriber or purchaser of the Placing Shares pursuant to the Placing;
“Placing”	the conditional placing of the Placing Shares for and on behalf of the Company to professional, institutional and other investors in Hong Kong on and subject to the terms of the Placing Documents and this Agreement, as further described in the section headed “Structure and conditions of the Share Offer” in the Prospectus;
“Placing Documents”	the Prospectus, press announcement and any other document published or issued by or on behalf of the Company or the Placing Underwriter(s) for the purposes of or in connection with the Placing;
“Placing Letter”	means the letter to be sent by the Placing Underwriters to the Placees substantially in the form set out in <i>Schedule 5</i> ;
“Placing Shares”	the 121,500,000 Offer Shares initially being offered by the Company for subscription respectively under the Placing (subject to reallocations as provided in this Agreement and the Public Offer Underwriting Agreement);
“Placing Underwriter(s)”	the underwriter(s) whose names and addresses are listed in <i>Schedule 2</i> , being the underwriter(s) of the Placing;
“Placing Underwriting Commitment”	in relation to a Placing Underwriter, the maximum number of Placing Shares which such Placing Underwriter has agreed to underwrite pursuant to the terms of this Agreement, as set out opposite the name of that Placing Underwriter in <i>Schedule 2</i> , subject to reallocation as set out in Clauses 2.2 and 2.3;
“PRC”	the People’s Republic of China (which shall for the purposes of this Agreement, unless otherwise indicated, exclude Hong Kong, Macau and Taiwan);

“Price Determination Agreement”	the agreement to be entered into between the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Underwriters) and the Company on or around the Price Determination Date to fix the Offer Price;
“Price Determination Date”	the date, expected to be on or about Friday, 28 September 2018, on which the Offer Price is fixed by agreement between the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Underwriters) and the Company and, in any event, no later than Saturday, 29 September 2018
“Principal Registrar Agreement”	the agreement entered into between Conyers Corporate Services (Cayman) Limited and the Company in respect of the appointment of Conyers Trust Company (Cayman) Limited as the principal registrar and transfer agent of the Company;
“Proceedings”	has the meaning ascribed thereto in Clause 9.11.1;
“Prospectus”	the prospectus dated the Prospectus Date issued by the Company in connection with the Share Offer (as amended or supplemented);
“Prospectus Date”	the date of the Prospectus, which is intended to be on or about 21 September 2018;
“Public Offer”	the offer of the Public Offer Shares by the Company for subscription pursuant to the terms and conditions set out in the Public Offer Documents;
“Public Offer Applications”	valid applications for Public Offer Shares made on the Application Forms (including, without limitation and for the avoidance of doubt, applications made on Application Forms by HKSCC Nominees Limited on behalf of applicants who have given electronic application instructions) and accompanied by cheques or cashier’s orders for the full amount payable on application which are honoured on first (or, at the Joint Bookrunners’ option, subsequent) presentation and otherwise in compliance with the terms of the Public Offer Documents;
“Public Offer Documents”	the Prospectus and the Application Forms;
“Public Offer Shares”	the 13,500,000 Offer Shares initially being offered by the Company for subscription pursuant to the Public Offer, which are subject to reallocation in accordance with the Public Offer Underwriting Agreement;

“Public Offer Underwriting Agreement”	the Public Offer underwriting agreement entered into on 20 September 2018 by, among others, the Company, the Controlling Shareholders, the Executive Directors, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Public Offer Underwriters in connection with the Public Offer;
“Public Offer Underwriters”	the underwriters identified in <i>Schedule 2</i> of the Public Offer Underwriting Agreement as being the underwriters of the Public Offer;
“Registrar”	Union Registrars Limited, the Hong Kong branch share registrar of the Company;
“Registrar Agreement”	the share registrar services agreement entered into between the Company and the Registrar;
“Related Parties”	has the meaning ascribed thereto in Clause 7.1;
“Relevant Securities”	has the meaning ascribed thereto in Clause 6.2.1;
“Reporting Accountants”	Deloitte Touche Tohmatsu;
“Results Announcement”	the announcement of the Offer Price, the indication of the levels of interest in the Placing and the results of applications in respect of the Public Offer to be published on or before Wednesday, 3 October 2018;
“Settlement Date”	the date for settlement of the subscription, allotment, sale or transfer of the Placing Shares, which shall be the Listing Date or such other date as the Company and the Joint Bookrunners may agree;
“SFC”	the Securities and Futures Commission of Hong Kong;
“Share(s)”	shares of nominal value HK\$0.01 each in the share capital of the Company;
“Share Offer”	the Public Offer and the Placing;
“Share Option Scheme”	the Share Option Scheme conditionally adopted by the Company on 16 August 2018, the principal terms of which are set forth under the paragraph headed “D. Other information – 1. Share Option Scheme” in Appendix IV to the Prospectus;
“Sole Sponsor”	Giraffe Capital Limited, being the sponsor of the Listing;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;

“Sub-agent”	has the meaning ascribed thereto in Clause 3.1.1;
“Subsidiaries”	the subsidiaries of the Company and, for the purpose of this Agreement, jointly-controlled entity owned by the Company, and “Subsidiary” means any or a specific one of them;
“subsidiary”	has the meaning ascribed thereto in the Companies Ordinance and “subsidiaries” shall be construed accordingly;
“Sub-Underwriting Letter”	means the letter to be sent by the Placing Underwriters to offer any of its Affiliates or such other persons to be sub-underwriters, substantially in the form set out in <i>Schedule 6</i> ;
“Termination Time”	has the meaning ascribed thereto in Clause 8.1;
“Trading Fee”	Stock Exchange trading fee of 0.005% of the Offer Price;
“transaction”	any transaction, act, event, omission or circumstance existing of whatever nature;
“Transaction Levy”	SFC transaction levy of 0.0027% of the Offer Price;
“Underwriters”	the Public Offer Underwriters and the Placing Underwriter(s);
“Underwriting Documents”	this Agreement, the Public Offer Underwriting Agreement and the Price Determination Agreement;
“Underwritten Amount”	means the total aggregate amount of money (total monetary value) derived from multiplying the Offer Price by the actual total number of all the Placing Shares underwritten by the Placing Underwriters;
“U.S.” and “United States”	the United States of America, its territories, its possessions, any State of the United States and the District of Columbia;
“US dollars and US\$”	United States dollar, the lawful currency of the United States;
“Verification Notes”	the verification notes dated the date of this Agreement prepared by TC & Co. in connection with the verification of the contents of the Prospectus;

“Warranties”	the representations, warranties, agreements and undertakings to be given by the Warrantors in <i>Schedule 4</i> ; and
“Warrantors”	the Company, the Executive Directors and the Controlling Shareholders; and
“%”	per cent.

1.2 Other interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to “**Recitals**”, “**sections**”, “**Clauses**”, “**paragraphs**” and “**Schedules**” are to recitals, sections, clauses, paragraphs of and schedules to this Agreement;
- 1.2.2 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.3 references to a “**company**” shall be construed so as to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.2.4 references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.2.6 references to times of the day, unless otherwise specified, are to Hong Kong time;
- 1.2.7 headings to Clauses, sections and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;
- 1.2.9 references to documents being “**in agreed form**” or “**in substantially agreed form**” are to the form of the draft or final or executed version thereof signed for identification by or on behalf of the Company and the Sole Sponsor with such alterations as may be agreed between the Company and the Sole Sponsor, but such documents in the agreed form or in substantially agreed form do not form part of this Agreement;
- 1.2.10 references to “**knowledge, information, belief and/or awareness**” of any person or similar terms shall be treated as including but not limited to the best

knowledge, information, belief or awareness which the person would have had if such person had made due and careful enquiries; and

1.2.11 words in the singular shall include the plural (and vice versa) and words importing one gender shall include the other two genders.

2 THE SHARE OFFER

2.1 Conditions Precedent

2.1.1 Obligations conditional

The obligations of the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Placing Underwriters under this Agreement are conditional upon:

- (i) other than those Conditions Precedent Documents set out in Part B of Schedule 3 to the Public Offer Underwriting Agreement which will be delivered to TC & Co. (acting on behalf of the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Underwriters) pursuant to clause 2.1.1 of the Public Offer Underwriting Agreement, the delivery to TC & Co. (acting on behalf of the Joint Bookrunners and the Placing Underwriters) the documents listed in **Part B of Schedule 3** in the form and substance satisfactory to Sole Sponsor not later than 7:00 p.m. on the Business Day immediately before the Force Majeure Expiry Date, or in either case, such other later date or time as the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters) may agree;
- (ii) the Listing Committee granting or agreeing to grant the listing of and permission to deal in the Shares in issue and to be issued pursuant to the Share Offer or otherwise described in the Prospectus (either unconditionally or subject to allotment and issue of the relevant Offer Shares, despatch or availability for collecting of share certificate in respect of the Offer Shares and/or such other conditions as may be reasonably acceptable to the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters)) and such listing and permission not subsequently having been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
- (iii) the Offer Price being duly determined as provided herein and the Price Determination Agreement having been executed by the Company and the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Underwriters);
- (iv) the Public Offer Underwriting Agreement becoming, and continuing to be, unconditional in accordance with its terms (other than any condition for this Agreement to become unconditional) and not having been terminated in accordance with its terms or otherwise prior to 8:00 a.m. on the Listing Date;

- (v) all Warranties and other statements of the Company and the Warrantors herein and in any document delivered pursuant to Clause 2.1.1(i) above being true and correct in all material respects at and as of the Listing Date;
- (vi) each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions met; and
- (vii) all of the waivers or exemptions as stated in the Prospectus to be granted by the Hong Kong Stock Exchange or the SFC are granted or are not otherwise revoked, withdrawn or invalid.

2.1.2 Undertaking by the Warrantors

Each of the Warrantors undertakes to use its best endeavours to procure that the Conditions are fulfilled by the times and dates stated therein, and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do such acts and things as may be reasonably required by the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters), the Sole Sponsor, the Joint Lead Managers, the Co-Manager, the Stock Exchange, the Registrar of Companies in Hong Kong, the Registrar of Companies in the Cayman Islands, the SFC and any other relevant government authority in Hong Kong, the PRC, the BVI and the Cayman Islands in connection with the application for the listing of and permission to deal in the Shares on the Stock Exchange or the fulfilment of any of the Conditions.

2.1.3 The Joint Bookrunners' waiver

The Joint Bookrunners may, for and on behalf of the Co-Manager and the Placing Underwriters, at their absolute discretion, by giving notice to the Company, the Co-Manager and the Placing Underwriters on or before the respective latest times on which the relevant Condition is required to be fulfilled:

- (i) extends the deadline for the fulfilment of any or all Conditions under Clause 2.1.1 by such number of days and/or hours and/or in such manner as the Joint Bookrunners may determine for and on behalf of the Co-Manager and the Placing Underwriters at their sole and absolute discretion provided that no extension shall be made beyond the 30th day after the Prospectus Date; or
- (ii) waives or modifies (conditionally or unconditionally) the Conditions under Clauses 2.1.1(i) for and on behalf of the Co-Manager and the Placing Underwriters.

2.1.4 Termination

If any of the Conditions is not fulfilled, or waived (as to conditions 2.1.1 (i), (v) and (vi) only) or modified in accordance with Clause 2.1.3, this Agreement shall terminate with immediate effect and the provisions of Clause 8.2 shall apply.

2.2 Clawback from Placing to Public Offer

2.2.1 If the Offer Shares under the Placing are fully subscribed or oversubscribed, and there is a Public Offer Over-Subscription, the aggregate number of Public Offer Shares shall be increased in the following manner: if the number of Shares validly applied for in Public Offer Applications represents (i) 15 times or more but less than 50 times; (ii) 50 times or more but less than 100 times; or (iii) 100 times or more, of the number of Shares initially available for subscription under the Public Offer, then Shares will be reallocated to the Public Offer from the Placing, so that the total number of Shares available under the Public Offer will be increased to such number as represents 30% (in the case of (i)); or 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the number of Offer Shares initially available under the Share Offer. If the Offer Shares under the Placing are fully subscribed or oversubscribed, and if the number of Offer Shares validly applied for in the Public Offer represents 100% or more, but less than 15 times, of the number of Offer Shares initially available under Public Offer; or (ii) the Offer Shares under the Placing are not fully subscribed, and if the number of Offer Shares validly applied for in the Public Offer represents 100% or more of the number of Offer Shares initially available under the Public Offer, the Joint Bookrunners may, at their discretion, reallocate the Offer Shares initially allocated from the Placing to the Public Offer to satisfy valid application under the Public Offer, provided that the total number of Offer Shares available under the Public Offer shall not be increased to more than 27,000,000 Shares, representing double the number of Offer Shares initially available under the Public Offer.

2.2.2 In the event of a reallocation of Offer Shares from the Placing to the Public Offer pursuant to Clause 2.2.1, the relevant number of Placing Shares shall be withdrawn from the Placing and made available as additional Public Offer Shares offered for subscription pursuant to the Public Offer. Any Placing Shares which are reallocated from the Placing to the Public Offer pursuant to this Clause 2.2.2 shall, subject to the provisions of this paragraph, be allocated in such manner as the Joint Bookrunners may, at their sole and absolute discretion, determine PROVIDED THAT:-

- (i) for the avoidance of doubt, any such reallocation shall have no effect on the obligations of the Company to pay the underwriting commission due to the Placing Underwriters which shall be determined pursuant to Clause 4.1; and
- (ii) the Joint Bookrunners having regard to the terms of the Public Offer Underwriting Agreement and the agreement amongst the Public Offer Underwriters in respect of the Public Offer dated 20 September 2018 (“**Agreement Amongst Public Offer Underwriters**”).

2.2.3 Subject to and (but without prejudice to Clauses 2.2.1 and 2.2.2 above) in the event that there is an under-subscription in the Placing and/or in the event that the number of Public Offer Shares which are the subject of the accepted public offer applications exceeds the number of Public Offer Shares initially offered, the Joint Bookrunners, may (but shall not be obliged), at their sole and absolute discretion, reallocate such number of Placing Shares as they deem appropriate from the Placing to the Public Offer to satisfy in whole or in part the excess demand in the Public Offer. Any Placing Shares which are so reallocated may, subject to the discretion of the Joint Bookrunners, be deemed to be Public Offer Shares (in accordance with arrangements otherwise agreed between the Underwriters). For the avoidance of doubt, the underwriting commission which would have been payable to the Placing Underwriters in respect of those re-allocated Placing Shares under this clause 2.2.3 shall be paid instead to the Public Offer Underwriters in the proportion in which such unsubscribed Placing Shares are re-allocated.

2.3 Clawforward from Public Offer Under-Subscription to Placing

If there is an under-subscription in the Public Offer, the Joint Bookrunners, at their sole and absolute discretion, may (but shall not be obliged to) reallocate all or any of the Public Offer Shares comprised in such Public Offer under-subscription from the Public Offer to the Placing. Any Public Offer Shares which are so reallocated from the Public Offer to the Placing shall for all purposes (including any commission arrangements) be deemed to be Placing Shares and will be allocated to increase the Placing Underwriting Commitment of the Placing Underwriters in such proportion as the Joint Bookrunners may at their sole and absolute discretion determine.

2.4 Price Determination

The Company and the Joint Bookrunners (for themselves on behalf of the Co-Manager and the Underwriters) have agreed upon the price at which the Offer Shares will be offered pursuant to the Share Offer and recorded such price in the Price Determination Agreement. Such Offer Price has been set at HK\$1.1 per Offer Share, exclusive of Brokerage, Fees and Levies and stamp duty (if any) that may be applicable.

2.5 Appointment of the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Placing Underwriters

2.5.1 Subject to the terms and conditions of this Agreement:

- (i) the Company hereby confirms its appointment of the Sole Sponsor as its sole sponsor in respect of the listing of the Shares on the Stock Exchange;
- (ii) the Company hereby appoints, to the exclusion of others, the Joint Bookrunners as its joint bookrunners of the Share Offer;
- (iii) the Company hereby appoints, to the exclusion of others, the Joint Lead Managers as its joint lead managers to manage the Share Offer;

- (iv) the Company hereby appoints, to the exclusion of others, the Co-Manager as its co-manager of the Share Offer; and
- (v) the Company hereby appoints, to the exclusion of others, the Placing Underwriters as underwriters for the Placing,

and the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters, relying on the representations, warranties, agreements, undertakings and indemnities herein contained and subject as hereinafter mentioned, accept their respective appointments hereunder and in the case of (i), the Sole Sponsor confirms its acceptance additionally on the terms of the mandate letter previously signed by it (the “**Mandate Letter**”), provided that the obligations of each of the Joint Bookrunners, each of the Joint Lead Managers and each of the Placing Underwriters shall be on a several basis (but not be jointly liable, and not jointly and severally liable).

- 2.5.2** The Placing Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective underwriting commitments provided that no Placing Underwriters shall offer or sell the Placing Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws. All sub-underwriting commission shall be borne by the relevant Placing Underwriters absolutely.
- 2.5.3** The Company hereby confirms that the foregoing appointments confer on each of the appointees, all rights powers, authorities and discretions on behalf of the Company which are necessary for, or reasonably incidental to, the lawful performance of its roles as the Sole Sponsor, a Joint Bookrunner and a Joint Lead Manager of the Share Offer or a Placing Underwriter (as the case may be) and hereby agrees to ratify and confirm everything which such appointee or any of their respective Affiliates or sub-agents has lawfully done or shall lawfully do in the proper exercise of such rights powers, authorities and discretions.
- 2.5.4** Each such appointment is made on the basis, and upon terms, that the appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms or subject to such conditions as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates and, in particular, each Placing Underwriter may appoint any of its Affiliates or any person to be a sub-agent on behalf of the Company for the purposes of arranging for the placing by the Company of the Placing Shares with selected Placees, with such authorities and rights as such Placing Underwriter has pursuant to its own appointment under Clause 2.5.1(iv), provided that the relevant Placing Underwriter shall remain fully liable to the Company and the other Warrantors for all acts and omissions of any of such Affiliates or sub-agent(s) notwithstanding such delegation.
- 2.5.5** Each Placing Underwriter shall not have any liability in respect of any omission of information (other than information concerning the Placing Underwriter itself) from any Offer Documents or any information (other than information

concerning the Placing Underwriter itself) or statement of fact or opinion (other than fact or opinion of the Placing Underwriter) contained therein being untrue, incorrect or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard).

- 2.5.6** Any transaction carried out by the Placing Underwriters within the scope of the appointments, powers, authorities and/or discretions granted in this Agreement shall constitute a transaction carried out at the request of the Company and as agents of the Company. The Placing Underwriters shall not be responsible for any loss or damage to any persons arising from any such transaction (except for any loss or damage arising out of any gross negligence, fraud or wilful default of the terms of this Agreement on the part of the party concerned).
- 2.5.7** The Company acknowledges and agrees that each of the Joint Bookrunners, the Joint Lead Managers, the Co-Manager, the Sole Sponsor and the Placing Underwriters is acting solely in the capacity of an arm's length contractual counterparty to the Company and the Warrantors with respect to the Offer Shares (including in connection with determining the terms of the offering contemplated by this Agreement) and not as a financial advisor, agent or fiduciary to the Company, the Warrantors or any other person. Additionally, each of the Joint Bookrunners, the Joint Lead Managers, the Co-Manager, the Sole Sponsor and the Placing Underwriters is not advising the Warrantors or any other persons as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and each of the Joint Bookrunners, the Joint Lead Managers, the Co-Manager, the Sole Sponsor and the Placing Underwriters shall have no responsibility or liability to the Company or other Warrantors with respect thereto. Without prejudice to any other rights of the Company at law or in equity, each of the Company and other Warrantors waives to the full extent permitted by applicable law any claims it may have against the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Placing Underwriters for any breach or alleged breach of fiduciary duty arising in any way from the offering contemplated by this Agreement.

2.6 Allocation

- 2.6.1** The Placing Underwriters agree that in the event the Joint Bookrunners exercise their sole and absolute discretion to claw forward or reallocate all or any of the Public Offer Shares to the Placing when there is an under-subscription of the Public Offer pursuant to clause 2.3 of this Agreement, the underwriting commitment (including commission arrangements) of the Public Offer Underwriter may, at the discretion of the Joint Bookrunners, be correspondingly reduced in such proportion as the Joint Bookrunners may in their sole and absolute discretion determine. Any Public Offer Shares which are so reallocated from the Public Offer to the Placing shall be deemed to be Placing Shares and will be allocated to increase the Placing Underwriting Commitment (including commission arrangements) of the Placing Underwriters in such

proportion as the Joint Bookrunners may in their sole and absolute discretion determine.

In the event of dispute on matters relating to the Underwriting Commitment or the Placing allocation of the Placing Underwriters, the Placing Underwriters hereby agree that the Joint Bookrunners' determination shall be final, conclusive and binding on it.

3 THE PLACING

3.1 Placing

3.1.1 Placing of Placing Shares

Subject to the terms and conditions of this Agreement and the Offer Documents, the Company shall offer 121,500,000 Shares (subject to the reallocation as provided in this Agreement) under the Placing. Each Placing Underwriter may, in its absolute discretion, appoint any person (each a "Sub-Agent") on behalf of the Company for the purposes of procuring subscribers or purchasers for the Placing Shares. The Company hereby confirms that each of the foregoing appointments confers on each of the Sub-Agents authorities and rights (but not the right to appoint further Sub-Agents) and obligations as the relevant Placing Underwriter has pursuant to its appointment under Clause 2.

3.1.2 Placees

In connection with the Placing (without limiting Clause 2.4), the Company hereby authorises the Placing Underwriters (i) to offer the Placing Shares to potential Placees at the Offer Price (together with Brokerage, Fees and Levies) in accordance with the terms of this Agreement and the Placing Documents; (ii) to distribute the Placing Shares to the Placees, and the Company hereby ratifies and agrees to ratify and confirm any prior distribution to potential Placees by the Placing Underwriters, on behalf of the Company, of any of the Placing Documents; and (iii) to enter into contracts on behalf of the Company for the subscription and sale of the Placing Shares. The Placing Shares shall not be offered to any person who, to the best knowledge and belief of the relevant Placing Underwriters, is a director, chief executive or substantial shareholder of the Company or of its Subsidiaries or their respective associates or otherwise connected for the purpose of the Listing Rules.

3.2 Underwriting of the Placing Shares

3.2.1 Placing Underwriting Commitment

The Placing Underwriters shall procure subscribers or purchasers, as the case may be, or failing which, to subscribe under the terms of this Agreement, for the number of Placing Shares set out opposite its name in *Schedule 2* (subject to any reallocation or reallocation referred to in this Agreement) at the Offer Price (together with amounts on account of Brokerage, Fees and Levies and stamp duty (if applicable) in accordance with the terms of the Placing) on the terms set

out in the Offer Documents and otherwise on the terms and conditions of this Agreement. The Placing Underwriting Commitments of the respective Placing Underwriters as set out in *Schedule 2* represent the relevant maximum Placing Underwriting Commitments of such Placing Underwriters, subject to reallocation as provided in this Agreement.

3.2.2 Default of a Placing Underwriter and Limitation of Obligations

Subject to the provisions of the Agreement Among Placing Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto), none of the Joint Bookrunners, Joint Lead Managers or the Co-Manager will be liable for any failure on the part of any of the other Placing Underwriters to perform such Placing Underwriter's obligations under this Agreement. Notwithstanding the foregoing, each of the Joint Bookrunners, the Joint Lead Managers and the Co-Manager shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any or all of the other Placing Underwriters. The obligations of each of the Joint Bookrunners, each of the Joint Lead Managers, the Co-Manager and each of the Public Offer Underwriters shall be on a several basis (but not jointly liable and not jointly and severally liable).

3.3 Compliance by Placing Underwriters

3.3.1 Subject to the terms of any other agreement or arrangement(s) as shall exist among the Placing Underwriters, each of the Placing Underwriters may offer Placing Shares to such persons and in such places as it deems appropriate but all such offers shall be in strict compliance with all applicable Laws.

3.3.2 Each of the Placing Underwriters represents, warrants and agrees that:

- (i) it has the requisite power and authority to enter into and perform this Agreement;
- (ii) this Agreement constitutes and any other documents required to be executed, by it pursuant to the provisions of this Agreement will, when executed, constitute its valid and binding obligations in accordance with their respective terms;
- (iii) it will provide such information concerning the Share Offer as the Stock Exchange or the SFC may require;
- (iv) it has not, directly or indirectly, offered for subscription or solicited applications for and will not, directly or indirectly, offer for subscription or solicit applications for any Offer Shares nor has it distributed or published nor will it distribute or publish any documents in relation to the Share Offer in any country or jurisdiction except under circumstances that have resulted or will result in compliance with any applicable laws and regulations and all offers for sale or solicitation for applications for the Offer Shares have been and will be made on such terms;

- (v) it has complied with and will comply with the rules and requirements in relation to the Share Offer set out in the Listing Rules and other applicable law, rule and regulation insofar as applicable;
- (vi) it has complied with and will comply with each of the restrictions on the distribution of the Prospectus and other documents, the restrictions on the offers and sale of the Offer Shares and any other restrictions in relation to the Offer Shares as set out in the Prospectus;
- (vii) save (a) as disclosed in the Prospectus; and (b) for their interests and obligations under this Agreement, none of the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Placing Underwriters is interested beneficially or non-beneficially in any shares in any member of the Group or has any right (whether legally enforceable or not) or option or has any right to subscribe for or to nominate persons to subscribe for any shares in any member of the Group;
- (viii) nothing contained in this Agreement shall be deemed to give any of the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Placing Underwriters any authority to make any representation or warranty on behalf of the Company in connection with the Share Offer unless the same is contained in the Prospectus or made with the prior written consent of the Company, and each of the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Underwriters undertakes with the Company that it will not, and shall procure that none of its directors, officers, agents or employees shall, make any such unauthorised representation or warranty; and
- (ix) it has complied and will comply with all applicable Laws and make or obtain all necessary filings, consents or approvals in each jurisdiction in which it or any person authorised by it subscribes for or procure subscribers for, purchases or procure purchasers for, offers, sells or delivers the Offer Shares (including, without limitation, any applicable requirements relating to the delivery of any offering material in relation thereto), in each case at its own costs and expense.

3.4 Offer Documents

3.4.1 Each of the Company and the Controlling Shareholders undertakes and agrees with each of the Joint Bookrunners (acting for themselves and on behalf of the Co-Manager and the Placing Underwriters), the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters as follows:

- (i) prior to the completion of the Share Offer as evidenced by a notice in writing from the Joint Bookrunners (acting for themselves and on behalf of the Co-Manager and the Underwriters) to the Company and from time to time, the Company will furnish the Placing Underwriters with written and electronic copies of the Offer Documents issued by the Company

and each amendment or supplement thereto signed by an authorised officer of the Company with the independent accountants' report(s) in the Offer Documents issued by the Company, and any amendment or supplement containing amendments to the financial statements covered by such report(s), signed by the accountants, in such quantities as the Joint Bookrunners reasonably direct.

- (ii) The Company will immediately notify the Placing Underwriters and confirm such notice in writing, if (a) any filing made by the Company of information relating to the Share Offer with any securities exchange or any other regulatory body in any jurisdiction, and (b) prior to the completion of the Share Offer as evidenced by a notice in writing from the Joint Bookrunners (acting for themselves and on behalf of the Co-Manager and the Underwriters) to the Company, any material change in or affecting the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise (X) renders any statement of a material fact in any Offer Documents false or misleading, or (Y) has not been disclosed in the Offer Documents. In such event or if during such time any event shall occur as a result of which it is necessary, in the reasonable opinion by the Company, any of its counsel, the Placing Underwriters or any counsel for the Placing Underwriters, to amend or supplement the Offer Documents in order to ensure that the Offer Documents do not include any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances then existing.
- (iii) Each of the Controlling Shareholders will immediately notify the Placing Underwriters and confirm such notice in writing, prior to the completion of the Share Offer as evidenced by a notice in writing from the Joint Bookrunners (acting for themselves and on behalf of the Co-Manager and the Underwriters) to the Company, of any material change in or affecting the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise which (X) renders any statement of a material fact in any of the Offer Documents false or misleading, or (Y) has not been disclosed in the Offer Documents, in each case, provided that such Controlling Shareholder has knowledge of the occurrence of such change.
- (iv) The Company will advise the Placing Underwriters promptly of any proposal to amend or supplement the Offer Documents and will not effect such amendment or supplement without the consent of the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters), except as required by applicable Law. Neither the consent of the Joint Bookrunners nor the delivery of any such amendment or supplement by the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters), shall constitute a waiver of any of the conditions set forth in Clause 2.1 hereof.

3.4.2 The Placing Underwriters hereby acknowledges that nothing in this Agreement shall be deemed to give any of them any authority to make any disclosure, representation or warranty (whether given orally or in writing) on behalf of the Company in connection with the Share Offer unless the same is contained in the Offer Documents, this Agreement or in any of the documents or materials produced in connection with the Share Offer as approved by the Company (such approval shall not be unreasonably withheld or delayed).

3.5 Issue of Placing Shares and Compliance

3.5.1 The Joint Bookrunners shall (for themselves and on behalf of the Co-Manager and the Placing Underwriters) supply to the Company and the Registrar no later than 3:00 p.m. on the second Business Day immediately prior to the Settlement Date duly completed and signed Placing Letters, and inform the Company and the Registrar:

- (i) details of the total number of Placing Shares to be issued by the Company under the Placing (after taking account of any adjustment or reallocation according to the terms of this Agreement);
- (ii) the number of Share certificates required to be issued by the Company in respect of (i) above;
- (iii) the denomination of each such certificate; and
- (iv) the name(s) of the relevant allottee(s)/transferee(s).

3.5.2 The Company undertakes to the Placing Underwriters that it will, and the other Warrantors jointly and severally undertake to the Placing Underwriters to procure that the Company will, comply in all respects with and duly give effect to the terms and conditions of the Placing and their respective obligations pursuant to this Agreement, and in particular, that the Company will:

- (i) ensure that the Shares will be accepted for clearance and settlement through CCASS in Hong Kong on or prior to the Listing Date;
- (ii) duly allot and issue or sell (as the case may be) the Placing Shares promptly after the Placing shall have become unconditional; and
- (iii) procure that Share certificate(s) in respect of the Placing Shares issued and allotted or sold as mentioned in Clause 3.5.2 are duly issued to the Placees in accordance with the terms of the Placing.

3.6 Settlement of the Placing Proceeds

3.6.1 Payment to the Joint Bookrunners

- (i) The Placing Underwriters shall procure that it will consolidate the payment made by its respective Placees and will (in the case of its failing to do so, itself) pay to the Joint Bookrunners (or as the Joint Bookrunners

may direct) at or before 12:00 noon on the day immediately preceding the Settlement Date, or such earlier time and date as required by the Joint Bookrunners, the full amount payable on application in respect of the number of Placing Shares agreed to be subscribed or purchased, as the case may be, by such Placees and (where relevant) to be subscribed or purchased by such Placing Underwriters (which shall include all amounts on account of the applicable Trading Fee, Transaction Levy and stamp duty (if applicable)).

(ii) Failure to comply with obligations

If and to the extent that any of the Placing Underwriters fails to comply with its obligations:

- (a) the Joint Bookrunners may at their absolute discretion (without creating any obligation in this respect on the part of the Joint Bookrunners and without prejudice to any other rights of any person against such Placing Underwriters in respect of such default) apply for or purchase, or elect to procure subscribers or purchasers for, any or all of the Placing Shares which any of the Placing Underwriters is required to subscribe/purchase or procure subscribers/purchasers for pursuant to Clause 3.2.1 but fails to do; and
- (b) to the extent that any Placing Shares are so subscribed for or purchased pursuant to Clause 3.6.1(ii)(a), the Placing Underwriters in default shall cease to be entitled to any underwriting commission on or with respect to such Placing Shares.

3.6.2 Payment to the Company

- (i) Subject to provisions in Clause 3.6.2(ii), the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters) shall pay in Hong Kong dollars to the Company (or shall procure that there be paid to the Company) in immediately available fund, WITHOUT INTEREST, in accordance with this Clause and subject to Clause 4.3, the net proceeds from the Placing of the Placing Shares which are issued and allotted by the Company as soon as practicable after the Conditions have been fulfilled (or waived) but in any event no later than 4:00 p.m. within three Business Days immediately following the Settlement Date and against delivery by the Company to the Joint Bookrunners (or as the Joint Bookrunners may direct) by 9:30 a.m. on the Settlement Date of:
 - (a) Share certificates in respect thereof; or
 - (b) if and to the extent that the Joint Bookrunners may (for themselves and on behalf of the Co-Manager and the Placing Underwriters) elect to require delivery of such Placing Shares into CCASS, evidence reasonably satisfactory to the Joint

Bookrunners that certificates for such Placing Shares have been duly delivered to CCASS:

- (1) in such denominations; and
- (2) for credit to such CCASS participants' stock accounts (including the details of such accounts),

as the Joint Bookrunners may have notified to the Company or the Registrar no later than 3:00 p.m. on the second Business Day immediately prior to the Settlement Date or such other time as the Company and the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters) may agree and the Company shall procure that the names of the Placees (or, where appropriate, *name of underwriters*) shall be entered in the register of members of the Company accordingly (without payment of any registration fee).

- (ii) For the avoidance of doubt, the obligations of the Joint Bookrunners under Clause 3.6.2(i) are strictly limited to the application by the Joint Bookrunners of funds paid to and held by the Joint Bookrunners pursuant to and in accordance with this Agreement. In particular, the Joint Bookrunners have no liability to the Company (or to any other person) under such Clause if and to the extent that such failure arises due to any of the Placing Underwriters not making any payment due. The rights of the Company in respect of any such failure by a Placing Underwriter to make any such payment lie exclusively as against such Placing Underwriter on a several basis in accordance with Clause 3.6.1. Entirely without prejudice to the foregoing, the Joint Bookrunners have the right (but not the obligation) and each of the Placing Underwriters hereby authorises the Joint Bookrunners, to pay to the Company on such Placing Underwriter's behalf, the whole of the payment owing from such Placing Underwriter and take delivery of the relevant Placing Shares and sell or dispose of them at the Joint Bookrunners' sole and absolute discretion and repay all or part of the monies owed by such Placing Underwriter to the Company and charge the relevant Placing Underwriter for any shortfall, if any, arising from such sale or disposal including any expenses incurred.

In the event that the Company does not agree to the deduction of certain amount of fees and expenses in relation to Clause 4.3, the Joint Bookrunners shall not be entitled to deduct such amount from the application money or withhold such amount from the Company.

3.6.3 Net Proceeds from the Placing

- (i) For the purposes of Clauses 3.6.2, the "net proceeds from the Placing" means the aggregate Offer Price of the number of Placing Shares to be issued or sold (as the case may be) under the Placing by the Company but after deducting and retaining:

- (a) the amount of underwriting commission referred to in Clause 4.1;
- (b) the amount of the sponsorship fee and other fees referred to in Clause 4.2;
- (c) (without prejudice to the obligations of the Company under Clause 4.3) the amount of expenses and fees referred to in Clause 4.3; and
- (d) the amount to be paid in accordance with Clause 3.6;

(in each case) payable by it or him save in respect of (c) and (d) to the extent the amount has been deducted from the proceeds of the Public Offer pursuant to the Public Offer Documents.

- (ii) The net proceeds from the Placing shall be paid in Hong Kong dollars to the Company by cheques (crossed “account payee only”) drawn on a licensed bank in Hong Kong and payable to the Company or if the Company so requests in writing, by transfer to its bank account in Hong Kong or by such other means as may be agreed between the Company and the Joint Bookrunners.

3.6.4 Payment of Trading Fee and Transaction Levy

The Joint Bookrunners will, for themselves and on behalf of the Company, arrange for the payment of the Trading Fee and the Transaction Levy with respect to the Placing Shares to the Stock Exchange or the SFC (as appropriate).

3.6.5 Discharge of Placing Underwriter’s Obligations

All obligations of each of the Placing Underwriters arising out of its Placing Underwriting Commitment shall cease following payment by or on behalf of each such Placing Underwriter in accordance with Clause 3.6.1, save as regards (i) accrued obligations and liabilities; (ii) the obligations of the Joint Bookrunners under Clause 3.6.2; and (iii) the provisions of Clauses 4, 7 and 9.

4 COSTS, EXPENSES, FEES AND COMMISSIONS

4.1 Underwriting commissions

In consideration of the services of the Placing Underwriters under this Agreement, the Company shall pay to the Joint Bookrunners (for themselves and on behalf of the Placing Underwriters) an underwriting commission at the rate of 4% of the Underwritten Amount in respect of all of the Placing Shares issued and allotted, out of which the Placing Underwriters will meet all (if any) sub-underwriting commissions. For the avoidance of doubt, if and to the extent that any Offer Shares are reallocated to the Placing under Clause 2.3, the underwriting commission payable under this Clause 4.1 shall apply and extend (for the benefit of the Placing Underwriters) to all such reallocated Placing Shares. The respective entitlements of the Placing Underwriters to

the underwriting commission will be paid in accordance with the Agreement Among Placing Underwriters.

4.2 Sponsorship fee

The Company shall further pay to the Sole Sponsor a sponsorship, financial advisory and documentation fee and such other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to the Mandate Letter.

4.3 Expenses in connection with the Placing

Subject to Clause 4.4, the Company shall bear all costs, fees and expenses in connection with or incidental to, the Share Offer and this Agreement and transactions contemplated thereby or hereby including, without limitation:-

- (a) all fees and expenses of the Reporting Accountants;
- (b) all fees and expenses of the Registrar;
- (c) all fees and expenses of the legal advisers to the Underwriters and the Company;
- (d) all fees and expenses of any public relations consultants engaged by the Company;
- (e) all fees and expenses of the Nominee and the Receiving Bank (as defined in the Public Offer Underwriting Agreement);
- (f) all fees and expenses of other agents of, consultants of and advisers to, the Company;
- (g) all fees and expenses related to the application for listing of the Offer Shares on the Stock Exchange and the registration of any documents with any relevant Governmental Authority;
- (h) all roadshow costs and expenses;
- (i) all printing and advertising costs and expenses;
- (j) all costs and expenses related to the despatch and distribution of the Offer Documents in all relevant jurisdictions;
- (k) all CCASS transaction fees payable in connection with the Share Offer;
- (l) all costs and expenses related to the printing and despatching of share certificates, letters of regret and refund cheques;
- (m) all Brokerage, Fees and Levies payable by the Company and any stamp duty or other duty (if any) and other fees, charges and expenses payable in respect of the creation, allotment and issue of the Shares;

- (n) all costs and expenses related to the launching of the Share Offer;
- (o) all costs and expenses of conducting the syndicate analysts' briefing; and
- (p) all fees, costs and expenses incurred by the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and/or the Sole Sponsor on behalf of the Company,

Unless so deducted pursuant to Clause 3.6.2, the Company shall upon request fully reimburse the Joint Bookrunners for the amount(s) of any such expenses and any other expenses which the Joint Bookrunners have reasonably and properly incurred on behalf of the Company. Nothing in this Clause shall extinguish the unfettered right of the Joint Bookrunners to claim against the Company for all fees, costs and expenses that have been legally and reasonably incurred in connection with the Share Offer and listing of the Shares on the Stock Exchange.

4.4 Costs and expenses payable in case the Share Offer does not proceed

Notwithstanding any other provisions of this Agreement, if this Agreement shall be rescinded or terminated or not become unconditional or, for any other reason, the Share Offer is not completed, the Company shall not be liable to pay any underwriting commission under Clause 4.1, but the Company shall still be liable for the sponsorship, financial advisory and documentation fees, if any, referred to in Clause 4.2 and to each of the relevant party, such costs, fees, charges and expenses referred to in Clause 4.3.

4.5 Time of payment of costs

Unless otherwise provided in the engagement letter(s) entered into between the Company and the relevant party, all commissions, fees, costs, charges and expenses referred to in this Clause 4 shall, if not so deducted pursuant to Clause 3.6.1 and/or 3.6.2, be payable by the Company within seven Business Days of the first written request (which shall give relevant details and (except in the case of commission) accompany with relevant evidence) by the Joint Bookrunners.

5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, Warranties and Undertakings by the Warrantors

The Warrantors jointly and severally represent, warrant and irrevocably undertake to the Placing Underwriters in the terms set out in *Schedule 4*. The Warrantors accept that each of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters is entering into this Agreement in reliance upon each of such Warranties.

5.2 Rights in relation to the Warranties

5.2.1 Each of the Warranties shall be construed separately and shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.

5.2.2 The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting at the date of this Agreement. In addition, the Warranties shall be deemed to be given on and/or repeated as at:

- (i) the date of the Price Determination Agreement;
- (ii) immediately prior to 8:00 a.m. on the Force Majeure Expiry Date;
- (iii) the Listing Date; and
- (iv) the date on which all the Conditions are fulfilled or waived in accordance therewith, ,

in each case with reference to the facts and circumstances then subsisting. For the avoidance of doubt, nothing in this Clause 5.2.2 shall affect the on-going nature of the Warranties.

5.2.3 If at any time on or prior to the last date on which the Warranties are deemed to be given pursuant to the provisions of Clause 5.2.2, by reference to the facts and circumstances then subsisting, any matter or event comes to the attention of any of the Warrantors which:

- (i) would or might result in any of the Warranties, if repeated immediately after the occurrence of such matter or event, being untrue or inaccurate or breached; or
- (ii) would or might render any statement untrue, inaccurate or misleading, whether of fact or opinion, contained in any of the Offer Documents, the Formal Notice or any of them if the same were issued immediately after the occurrence of such matter or event; or
- (iii) would or might result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offer Documents, the Formal Notice or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event); or
- (iv) would or might result in any breach of the representations, warranties or undertakings given by any of the Warrantors or any circumstances giving rise to a claim under any of the indemnities as contained in, or given pursuant to, this Agreement,

such Warrantor shall jointly and severally forthwith notify in writing and consult the Joint Bookrunners (for and on behalf of the Co-Manager and the Placing Underwriters), and shall take such steps as may be reasonably requested by the Joint Bookrunners (for and on behalf of the Co-Manager and the Placing Underwriters) to remedy the same.

5.2.4 If any matter or event referred to in Clause 5.2.3 shall have occurred, nothing herein shall prejudice any rights that the Joint Bookrunners or the Placing Underwriters may have in connection with the occurrence of such matter or event, including without limitation its rights under Clause 8.

5.2.5 The Warrantors shall not, and shall procure that each of the Group Companies will not:

- (i) do or omit to do anything or permit to occur any event which would or might render or cause, and will use its best efforts not to permit, any of the Warranties to be untrue, inaccurate or misleading, or breached in any respect at or prior to any time referred to in Clause 5.2.2 (assuming such Warranties to be repeated at such times with reference to the facts and circumstances then subsisting); or
- (ii) do or omit to do anything or permit to occur any event which would or could materially and adversely affect the Placing.

5.2.6 For the purpose of this Clause 5:

- (i) if an amendment or supplement to the Offer Documents, the Formal Notice or any of them is published after the date hereof, Warranties relating to any such documents given pursuant to this Clause 5 shall be deemed to be repeated on the date of publication of such amendment or supplement, and when so repeated, Warranties relating to such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement; and
- (ii) the benefit of the Warranties contained in this Agreement may be assigned in whole or in part by the Placing Underwriters to any of their respective Affiliates, and their respective directors, officers, employees, agents and sub-underwriters but save as aforesaid and as provided in Clause 9.3.2, no party hereto shall assign or transfer any of its rights or obligations under this Agreement.

6 FURTHER UNDERTAKINGS

6.1 The Company undertakes to each of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters that, and each of the other Warrantors irrevocably undertakes to procure that:

- (i) (in the case of the Company) the Company, and (in the case of the other Warrantors) the Company (to the extent applicable in sub-clause (b) below) will comply in all respects with the terms and conditions of the Placing and, in particular, without limitation:
 - (a) to comply with all applicable Laws issued from time to time, in particular, to comply with the obligations imposed upon it by the Companies Ordinance and the Listing Rules in respect of or by reason of the making

of the Share Offer including, but without limitation, the making of all necessary filings with the Registrar of Companies in Hong Kong, the Registrar of Companies in the Cayman Islands and the Stock Exchange and the making available for inspection in Hong Kong of the documents and in the manner referred to in the sub-section headed “Documents available for inspection” of Appendix V to the Prospectus during the period specified therein; and

- (b) to comply in all aspects with the terms and conditions of the Share Offer and, subject to the fulfilment or waiver of the Conditions, in particular, to allot and issue the Placing Shares to Placees under the Placing ;
- (ii) the Company will use its reasonable endeavours to procure that the Registrar and the Receiving Bank (as defined in the Public Offer Underwriting Agreement) will comply with the terms of their respective appointment and will do all such acts and things as may be required to be done by each of them and by the time specified or necessary in connection with the Share Offer and in particular, but without limitation, as set out in the Registrar Agreement and the Receiving Bank Agreement (as defined in the Public Offer Underwriting Agreement), respectively. Prior to the Listing Date, none of the terms of the appointments of the Registrar and the Receiving Bank shall be amended without the prior written consent of the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters) which consent shall not be unreasonably withheld or delayed;
- (iii) (in the case of the Company) the Company, and (in the case of other Warrantors) each of the Company and the Controlling Shareholders, will, and will cause its Affiliates and subsidiaries and any party acting on its behalf to, comply with the Listing Rules and any requirements to publish information affecting the information contained in the Prospectus including but not limited to supplemental listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document as contemplated above prior to the date of listing of the Shares on the Stock Exchange without the prior written consent of the Joint Bookrunners which consent shall not be unreasonably withheld or delayed;
- (iv) as soon as practicable, the Company will deliver to the Stock Exchange the declaration substantially in the form set out in Appendix 5, Form F of the Listing Rules acceptable to the Stock Exchange;
- (v) the Company will procure that none of the core connected persons (as defined in the Listing Rules) of the Company will apply for or acquire any Offer Shares either in their own names or through nominees unless permitted to do so under the Listing Rules and obtain confirmation from the Stock Exchange to that effect;
- (vi) the Company will comply with the requirements of the Listing Rules regarding the use of the net proceeds received by it pursuant to the Share Offer in the manner specified in the Offer Documents in the section headed “Future plans and use of proceeds”. The Company will maintain and implement adequate internal controls and procedures to monitor and audit transactions that are

reasonably designed to detect and prevent any use of the proceeds from the Share Offer that is inconsistent with any of the Company's representations and obligations under the preceding sentence;

- (vii) except pursuant to the Share Offer, the Capitalisation Issue, the grant of options under the Share Option Scheme and the issue of Shares on exercise thereof or as otherwise permitted under the Listing Rules, it will not and it, the Controlling Shareholders and each of the Company's executive Directors will procure that its Subsidiaries will not, unless with the prior written consent of the Joint Bookrunners (for and on behalf of the Co-Manager and the Placing Underwriters) (such consent not to be unreasonably withheld or delayed) in compliance with the requirements of the Listing Rules, allot or issue, or agree to allot or issue, Shares or other securities of the Company (including warrants or other convertible or exchangeable securities) or grant or agree to grant any options, warrants, or other rights to subscribe for or convertible or exchangeable into Shares or other securities of the Company or repurchase Shares or other securities of the Company or enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequence of ownership of any Shares or offer to or agree to do any of the foregoing or announce any intention to do so during the six months immediately following the Listing Date and in the event of the Company doing any of the foregoing by virtue of the aforesaid exceptions or during the period of six months immediately following the expiry of the first six months period after the Listing Date, it will take all reasonable steps to ensure that any such act will not create a disorderly or false market for any Shares or other securities of the Company;
- (viii) the Company will use its best efforts to maintain the listing of the Shares on the Stock Exchange for a period of at least one year following the Listing Date;
- (ix) without prejudice to Clauses 3.6.2, the Company shall forthwith pay (and fully indemnify each of the Placing Underwriters) any tax, duty, levy, fee or other charge or expense (if any) which may be payable by the Company in the Cayman Islands and Hong Kong or elsewhere, whether pursuant to the requirement of any Laws, or otherwise, in connection with (a) the creation, allotment, issue, sale or transfer of the Offer Shares by the Company to the Placing Underwriters and the subsequent purchasers/subscribers as part of the initial distribution of the Placing Shares by the Placing Underwriters in the manner contemplated in this Agreement and the Offer Documents (except to the extent such amounts have been collected from or paid by the subsequent purchasers); (b) the Share Offer, and (c) the execution and delivery of, and the performance of any of the provisions under, this Agreement;
- (x) the Company shall not at any time after the date of this Agreement up to and including the date on which all the Conditions are fulfilled or waived, amend or agree to amend the Articles of Association or enter into or allow any Group Company to enter into any commitment or arrangement which could materially and adversely affect the Share Offer or which is outside the ordinary course of business of any Group or take any steps which, in the reasonable opinion of the Joint Bookrunners, would be materially inconsistent with any expression of policy or intention in the Offer Documents or make any material amendment to

any of the service contracts of the Directors or waive or release a Director from any provision of his or her service contract and the Company shall do all such acts and things to enforce or preserve the rights of the Company under the service contracts;

- (xi) if at any time prior to the completion of the issue of the Offer Shares by the Company, any event occurs as a result of which any of the Offer Documents, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Offer Documents to comply with applicable Laws, the Company and the other Warrantors will promptly notify the Sole Sponsor in writing and will prepare and provide to the Sole Sponsor an amendment or supplement which will correct such statement or omission and effect such compliance and will not distribute any such amendment or supplement which the Sole Sponsor objects;
- (xii) if, at any time up to or on the date falling 30 days after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offer Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offer Documents had it arisen before any of them was issued, then the Company shall:
 - (a) promptly provide full particulars thereof to the Joint Bookrunners;
 - (b) if so required by the Joint Bookrunners, inform the Stock Exchange of such change or matter;
 - (c) (if so required by the Stock Exchange or the Joint Bookrunners) promptly prepare and (through the Joint Bookrunners) deliver to the Stock Exchange for approval documentation containing details thereof in a form agreed by the Joint Bookrunners and publish such documentation in such manner as the Stock Exchange or the Joint Bookrunners may require; and
 - (d) make any necessary announcements through the website of the Stock Exchange and in the press to avoid a false market being created in the Offer Shares.

The Company undertakes not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any matter aforesaid without the prior written consent of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed); and

- (xiii) the Company will not, and will not permit any of its Affiliates to, resell within 40 days after the later of the close of the Share Offer, any Shares that have been acquired by any of them pursuant to the Share Offer.

6.2 Restrictions on Dealings and Related Matters

6.2.1 Each of the Controlling Shareholders jointly and severally undertakes to each of the Joint Bookrunners, the Joint Lead Managers, the Co-Manager, the Company, the Sole Sponsor and the Placing Underwriters that during the 24 months immediately following the Listing Date, he/she/it shall not, and shall procure that the relevant registered holder(s) and his/her/its associates and companies controlled by him/her/it and any nominee or trustee holding in trust for he/she/it shall not:

- (i) offer, pledge, charge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, any of the Shares in respect of which it or he or she is shown in this prospectus to be directly or indirectly interested in (the “**Relevant Securities**”); or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Relevant Securities, whether any of the foregoing transactions is to be settled by delivery of the Relevant Securities or such other securities, in cash or otherwise; or
- (iii) enter or agree (conditionally or unconditionally) to enter into or effect any transaction with the same economic effect as any of the transactions referred to in paragraphs (i) or (ii) above; or
- (iv) agree or contract to, or publicly announce any intention to enter into or effect any of the transactions referred to in paragraphs (i), (ii) or (iii) above.

6.2.2 The undertakings in Clause 6.2.1 are irrevocable and cannot be waived by the consent (whether written or not) of the Company, the Sole Sponsor, the Joint Lead Managers, the Joint Bookrunners, the Co-Manager or the Placing Underwriters.

6.3 Obligations and liability

6.3.1 The obligations of each of the Warrantors shall be binding on his or its personal representatives and successors (as the case may be).

6.3.2 Any liability to any party to this Agreement may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party as regards any person under such liability without prejudicing the rights of any other party or the relevant party’s other rights against such person or the relevant party’s rights against any other person under the same or a similar liability.

6.3.3 Save and except for any loss or damage finally judicially determined to have arisen solely out of any negligence, wilful default or fraud on the part of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager or the relevant Placing Underwriters, no claim shall be made against the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager or the Placing Underwriters or against any other of the Indemnified Persons (as defined

below)(such right of the Indemnified Persons being held by the Placing Underwriters as trustee for the Indemnified Persons) by the Company and/or any of the other Warrantors (and each of the Warrantors shall procure that none of its Affiliates shall make any such claim), to recover any damage, cost, charge or expense which any of the Warrantors may suffer or incur by reason of or arising out of the carrying out by the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager or the Placing Underwriters of the work to be done by any of them or the performance of their respective obligations hereunder or otherwise in connection with the Offer Documents, the Share Offer and any associated transactions (whether in performance of its duties as Underwriters or otherwise). Specifically (but without prejudice to the generality of the foregoing), none of the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager or the Placing Underwriters shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

7 INDEMNITY

7.1 The Company and the Controlling Shareholders jointly and severally undertake to indemnify and keep indemnified on demand (on an after-tax basis) and hold harmless each of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters (for itself and on trust for its directors, officers, employees, agents, and assignees (the “**Related Parties**”)) (each an “**Indemnified Person**”) from and against (i) all and any actions, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations and proceedings made or brought or threatened to be made or brought (together, the “**Actions**”) against, and (ii) all losses, damages, liabilities, payments, costs or expenses (including legal fees) and taxes (including stamp duty and any penalties and/or interest arising in respect of any taxes) (including, without limitation, all payments, costs or expenses made or incurred arising out of or in connection with the settlement of any Actions or in investigating, disputing or defending the same or the enforcement of any such settlement or any judgment obtained in respect of any Actions) (together, the “**Losses**”) which may be suffered, made or incurred by, an Indemnified Person (with such amount of indemnity to be paid to the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters to cover all the Actions against and Losses incurred by such party and its Related Parties) in connection with:

- (a) the lawful performance by any of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager, the Placing Underwriters or any of them of its or their obligations under this Agreement; or
- (b) the issue, publication, distribution or making available of any of the (i) the Public Offer Documents (including Prospectus and the Application Forms (including any amendment thereof or supplement thereto) and (ii) Placing Documents (including any amendment thereof or supplement thereto) and/or any document, public notice, announcement, road show materials and advertisement whatsoever in connection with the Share Offer (whether or not approved by the Joint Bookrunners which has been reviewed by the Company; but to avoid any uncertainty the Company will be provided and will review and

- approve all of the following: a) the Form of Sub-underwriting Letter as contained in Schedule 6 of this Agreement, Schedule 2 of the Agreement among Public Offer Underwriters, and Schedule 4 of Agreement among Placing Underwriters respectively, and b) the Form of Placing Letter (as contained in the Schedule 3 of the Agreement among Placing Underwriters); or
- (c) the offer, allotment and issue or the sale and transfer, as the case may be, of the Offer Shares by the Company; or
 - (d) any breach or alleged breach on the part of the Company or any of the other Warrantors of any of the provisions of this Agreement, the Articles of Association or the Public Offer Underwriting Agreement; or
 - (e) any of the Warranties being untrue, inaccurate or misleading or otherwise breached or being alleged by any third party to be untrue, inaccurate or misleading or otherwise breached; or
 - (f) any breach or alleged breach of the laws, rules and regulations of any country or territory resulting from the distribution of any of the Offer Documents and/or any offer, sale, or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement; or
 - (g) any of the Offer Documents, or any supplement or amendment thereto, containing any untrue or alleged untrue statement of a fact, or omitting or allegedly omitting a fact necessary to make any statement therein in light of the circumstances under which it was made, not misleading; or
 - (h) any failure or alleged failure by any of the Directors to comply with their respective obligations under the Listing Rules in relation to the Share Offer; or
 - (j) any statement, estimate, forecast or expression of opinion, intention or expectation other than to the extent that any statement, estimate, forecast or expression of opinion, intention or expectation of, or made by any of the Indemnified Parties, which are explicitly contradictory to the information provided by the Company contained in the Offer Documents or any amendment or supplement thereto being or being alleged untrue, incomplete, inaccurate or misleading, or any omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
 - (k) the Share Offer failing or being alleged to fail to comply with the requirements of the Listing Rules or any statute or statutory regulation Hong Kong, or any condition or term of any approvals in connection with the Share Offer, other than as a result of breach(es) of undertakings hereof by the Placing Underwriters or any of them; or
 - (l) any of the Offer Documents, Form of Placing Letter, Form of Sub-underwriting Letter (save and except any other Placing Documents which have not been reviewed by the Company) failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made of the assets

and liabilities, financial position, profits and losses and prospects of the Group or of the rights attaching to the Shares; or

(m) in connection with the Placing and the underwriting thereof,

provided that the above indemnity in respect of any Action or Loss shall not be available to any Indemnified Person to the extent that such Action or Loss is caused by the negligence, wilful default or fraud on the part of such Indemnified Person; and any settlement or compromise of or consent to the entry of judgment with respect to any Action or Loss by any of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters or any other Indemnified Person shall be made without prejudice to any claim, action or demand any of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters or any other Indemnified Person may have or make against the Company and/or any of the other Warrantors under this Clause or otherwise under this Agreement.

- 7.2** Counsel to the Indemnified Persons shall be selected by the Joint Bookrunners. The Warrantors may participate at their own expense in the defence of any such action; provided, however, that counsel to the Warrantors shall not (except with the consent of the relevant Indemnified Person) also be counsel to the relevant Indemnified Person. The Warrantor shall not settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any Governmental Authority, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Clause without first consulting the Indemnified Persons.
- 7.3** The provisions of the indemnities contained in this Clause 7 are not affected by any other terms expressly set out in this Agreement.
- 7.4** All payments made by the Warrantors under this Clause 7 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Law. If a Warrantor makes a deduction under this Clause, the sum due from the Warrantors shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Person which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 7.5** If any of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters shall become aware of a claim against them which may give rise to a corresponding claim under the indemnity contained in Clause 7, it shall promptly give written notice thereof to the Warrantors (so far as applicable and practicable) and keep such Warrantors informed of such claim and shall discuss with the Warrantors the proposed course of action.
- 7.6** If a payment under this Clause 7 will be or has been subject to tax, the Warrantors shall pay the relevant Indemnified Person on demand the amount (after taking into account any tax payable in respect of the amount and treating for these purposes as payable any tax that would be payable but for a relief, clearance, deduction or credit) that will ensure

that the relevant Indemnified Person receives and retains a net sum equal to the sum it would have received had the payment not been subject to tax.

8 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES

8.1 The Joint Bookrunners (for themselves and on behalf of the Co-Manager and the Placing Underwriters) shall have the absolute right by notice in writing to the Company to terminate this Agreement with immediate effect at any time prior to 8:00 a.m. on the Force Majeure Expiry Date (the “**Termination Time**”) if any of the following events shall occur prior to the Termination Time:

8.1.1 there comes to the notice of the Joint Bookrunners:

- (a) any matter or event showing any of the Warranties to be untrue, inaccurate or misleading in any material respect when given or repeated or there has been a breach of any of the Warranties or any other provisions of this Agreement by any party to this Agreement other than the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager and the Placing Underwriters which, in any such cases, is considered, in the reasonable opinion of the Joint Bookrunners, to be material in the context of the Placing; or
- (b) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect or misleading in any material respect which is considered, in the reasonable opinion of the Joint Bookrunners, to be material in the context of the Placing; or
- (c) any event, series of events, matters or circumstances occurs or arises on or after the date hereof and before the Termination Time, being events, matters or circumstances which, if it had occurred before the date hereof, would have rendered any of the Warranties untrue, incorrect or misleading in any material respect, and which is considered, in the reasonable opinion of the Joint Bookrunners to be material in the context of the Placing; or
- (d) any matter which, had it arisen or been discovered immediately before the Prospectus Date and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of the Joint Bookrunners, a material omission in the context of the Placing; or
- (e) any event, act or omission which gives or is likely to give rise to any liability of a material nature of the Company and any of the executive Directors and the Controlling Shareholders arising out of or in connection with the breach of any of the Warranties; or

8.1.2 there shall have developed, occurred, existed, or come into effect any event or series of events, matters or circumstances whether occurring or continuing before, on and/or after the date of this Agreement and including an event or change in relation to or a development of an existing state of affairs concerning or relating to any of the following:

- (a) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong, the PRC, the BVI, the Cayman Islands or any of the jurisdictions in which the Group operates or has or is deemed by any applicable Law to have a presence (by whatever name called) or any other jurisdiction relevant to the business of the Group; or
- (b) any change in, or any event or series of events or development resulting or likely to result in any change in Hong Kong, the PRC, the BVI, the Cayman Islands or any of the jurisdictions relevant to the business of the Group, the local, regional or international financial, currency, political, military, industrial, economic, stock market or other market conditions or prospects; or
- (c) any adverse change in the conditions of Hong Kong, the PRC or international equity securities or other financial markets; or
- (d) the imposition of any moratorium, suspension or material restriction on trading in securities generally on any of the markets operated by the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (e) any change or development involving a prospective change in Taxation or exchange control (or the implementation of any exchange control) in Hong Kong, the PRC, the BVI, the Cayman Islands or any of the jurisdictions in which the Group operates or has or is deemed by any applicable Law to have a presence (by whatever name called) or other jurisdiction relevant to the Group's business; or
- (f) any adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of the Group; or
- (g) the imposition of economic sanction or withdrawal of trading privileges, in whatever form, by the U.S. or by the European Union (or any member thereof) on Hong Kong or the PRC; or
- (h) a general moratorium on commercial banking activities in the PRC or Hong Kong declared by the relevant authorities; or
- (i) any event of force majeure including, without limiting the generality thereof, any act of God, military action, riot, public disorder, civil commotion, fire, flood, tsunami, explosion, epidemic, terrorism, strike or lock-out;

which, in the reasonable opinion of the Joint Bookrunners acting in good faith:

- (a) is or will be, or is likely to be, adverse, in any material respect, to the business, financial or other condition or prospects of the Group taken as a whole; or
- (b) has or will have or is reasonably likely to have a material adverse effect on the success of the Share Offer or the level of the Offer Shares being applied for or accepted, or the distribution of the Offer Shares; or
- (c) makes it impracticable, inadvisable or inexpedient for the Placing Underwriters to proceed with the Placing as a whole.

For the above purpose:

- (1) a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the U.S. or a material devaluation of the Renminbi against any foreign currencies shall be taken as an event resulting in a change in currency conditions; and
- (2) any normal market fluctuations shall not be construed as events or series of events affecting market conditions referred to above.

8.2 Upon the termination of this Agreement pursuant to the provisions of Clauses 2.1.4 or 8.1:

8.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, no party to this Agreement shall be under any liability to any other party in respect of this Agreement, and no party shall have any claim against any other party to this Agreement for costs, damages, compensation or otherwise, save in respect of the provisions of this Clause 8 and Clauses 4.2, 4.3, 4.4, 7 and 9, any antecedent breaches under this Agreement and any rights or obligations which may have accrued under this Agreement prior to such termination;

8.2.2 the Company shall refund forthwith all payments, if any, made by the Placing Underwriters or any of them pursuant to Clause 3.6.2;

8.2.3 the Company shall pay to the Joint Bookrunners the costs, fees and expenses set out in Clause 4.3 and the Joint Bookrunners may, in accordance with the provisions in the Public Offer Underwriting Agreement), instruct the Nominee (as defined in the Public Offer Underwriting Agreement) to make any such (or any part of such) payments as referred to in Clauses 8.2.2 and 8.2.3 as shall be payable by the Company therein out of the interest accrued on the monies received in respect of the Public Offer, if any; and

8.2.4 with respect to the Placing all payments, if any, made by the Placing Underwriter or any of them and/or by the Placees pursuant to Clause 4 shall be refunded to the relevant persons accordingly.

9 GENERAL PROVISIONS

9.1 Release

Any liability to any party under this Agreement may in whole or in part be released, compounded or compromised, and time or indulgence may be given, by that party (and, where any liability is owed to any Placing Underwriters, by the Joint Bookrunners for and on behalf of the Co-Manager and any or all of the Placing Underwriters) at their absolute discretion as regards any person under such liability, without in any way prejudicing or affecting that party's rights against any other person under the same or a similar liability, whether joint and several or otherwise.

9.2 Remedies and waivers

9.2.1 No failure or delay by any party hereto in exercising any right, power or remedy provided by Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right, power or remedy under or pursuant to this Agreement shall preclude any other or further exercise of it or the exercise of any other right, power or remedy.

9.2.2 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Law or otherwise).

9.3 Successors and Assignment

9.3.1 This Agreement shall be binding upon, and inure solely to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

9.3.2 Each of the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement.

9.3.3 Save as provided in Clause 9.3.2, no party hereto may assign or transfer all or any part of the benefits of, or interest or right in or under, this Agreement.

9.3.4 Obligations under this Agreement shall not be assignable.

9.4 Further assurance

Each of the parties hereto undertakes with the other parties hereto that it shall execute and perform and procure that there are executed and performed such further documents and acts as the other parties hereto may reasonably require to give effect to the provisions of this Agreement.

9.5 Entire agreement and variation

9.5.1 This Agreement, together with any document referred to herein as an agreement expected to be entered into, constitutes the entire agreement between the Company, the Controlling Shareholders, the Executive Directors, the Joint Bookrunners, the Sole Sponsor, the Joint Lead Managers, the Co-Manager and the Placing Underwriters relating to the underwriting of the Placing to the exclusion of any terms implied by Law which may be excluded by contract. This Agreement supersedes and extinguishes all previous agreements or understandings relating to the underwriting of the Placing which shall cease to have any further force or effect and each party acknowledges that no party hereto has entered into this Agreement in reliance upon any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement.

9.5.2 No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement except to the extent such representation, warranty, promise, agreement or undertaking is reported in this Agreement or the other documents or agreements referred to herein which are incorporated by reference in this Agreement.

9.5.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression “**variation**” shall include any variation, supplement, deletion or replacement however effected.

9.6 Time of essence

Any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Company, the other Warrantors and the Joint Bookrunners (for themselves and for and on behalf of the Placing Underwriters, the Joint Lead Managers, the Co-Manager and the Sole Sponsor), but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

9.7 Announcements

9.7.1 Subject to Clause 9.7.2, no announcement or public communication concerning this Agreement or the subject matter hereof shall, for a period of one year from the date hereof, be made by any of the parties hereto (and each party shall procure that their respective directors, officers and agents shall comply with the restrictions of this Clause 9.7) without the prior written approval of other parties hereto.

9.7.2 Any party hereto may make an announcement or public communication concerning this Agreement, the subject matter hereof or any ancillary matter hereto if and to the extent:

- (i) required by Law; or

- (ii) required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC whether or not the requirement has the force of Law,

provided that in such case, the relevant party shall first consult with the Joint Bookrunners and the Sole Sponsor and the Joint Bookrunners and the Sole Sponsor shall have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the relevant party.

9.7.3 Each of the Warrantors shall procure compliance by their respective Affiliates with the provisions of this Clause 9.7.

9.8 Invalidity

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

9.8.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

9.8.2 the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

9.9 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument.

9.10 Governing law

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

9.11 Jurisdiction

9.11.1 The parties hereto unconditionally and irrevocably agree that any suit, action or proceeding (the “**Proceedings**”) arising out of or in connection with this Agreement may be brought in the Hong Kong courts and hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

9.11.2 The submission to jurisdiction pursuant to Clause 9.11.1 shall not (and shall not be construed so as to) limit the right of any party hereto to commence any Proceedings against any other party in any other jurisdictions nor shall the taking of any Proceedings in any one or more jurisdictions preclude the taking of any

Proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable Laws.

9.11.3 Uni-Pro Ltd irrevocably appoints the Company as its authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by such appointer. If for any reason such agent shall cease to be the agent of Uni-Pro Ltd for the service of process, Uni-Pro Ltd shall forthwith appoint a new agent for the service of process in Hong Kong and notify each of the other parties hereto of the new agent's name and address in writing within 14 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

9.11.4 Where proceedings are commenced by a party hereto in any jurisdiction other than Hong Kong pursuant to Clause 9.11.2, upon being given notice of such Proceedings in writing, the party against whom such Proceedings have been brought shall immediately appoint an agent to accept service of process in that jurisdiction and shall give notice to the other parties hereto, as the case may be, of the details and address for service of such agent.

9.12 Immunity

To the extent that any party hereto may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process or to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), such party hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by applicable Laws.

9.13 Notices

9.13.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be in the English language or the Chinese language.

9.13.2 Any such notice or other communication shall be addressed as provided in Clause 9.13.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (i) if sent by personal delivery, upon delivery at the address of the relevant party;
- (ii) if sent by post, on the third Business Day after the date of posting; or
- (iii) if sent by facsimile, on receipt of confirmation of transmission.

Any notice received or deemed to be received on a day which is not a Business Day or after the normal business hours shall be deemed to be received on the next Business Day.

9.13.3 The relevant addresses and facsimile numbers of each party hereto for the purposes of this Agreement, subject to Clause 9.13.4, are:

<u>Name of Party</u>	<u>Address</u>	<u>Facsimile No.</u>
Company		
Sun Cheong Creative Development Holdings Limited (新昌創展控股有限公司)	Flat B-F, 23/F Block 4 Golden Dragon Industrial Centre 182-190 Tai Lin Pai Road Kwai Chung New Territories Hong Kong	+852 2489 0978
Controlling Shareholders		
Mr. Tong	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong	+852 2489 0978
Ms. Ng	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong	+852 2489 0978
Sun Cheong Creative Development Limited (新昌創展有限公司)	Registered office: Flat B-F, 23/F Block 4 Golden Dragon Industrial Centre 182-190 Tai Lin Pai Road Kwai Chung New Territories Hong Kong	+852 2489 0978
	Correspondence address: Flat B-F, 23/F Block 4 Golden Dragon Industrial Centre 182-190 Tai Lin Pai Road Kwai Chung New Territories Hong Kong	

<u>Name of Party</u>	<u>Address</u>	<u>Facsimile No.</u>
Uni-Pro Ltd (專業有限公司)	Registered office: OMC Chambers Wickhams Cay 1 Road Town Tortola British Virgin Islands Correspondence address: Flat B-F, 23/F Block 4 Golden Dragon Industrial Centre 182-190 Tai Lin Pai Road Kwai Chung New Territories Hong Kong	+852 2489 0978

Executive Directors

Mr. Tong	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong	+852 2489 0978
Ms. Ng	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong	+852 2489 0978
Mr. Billy Tong	Flat C, Floor 9, Block 1 Peak One Tai Wai New Territories Hong Kong	+852 2489 0978
Mr. Chan	Flat B, 67/F Tower 6, The Hermitage 1 Hoi Wang Road Mong Kok Kowloon Hong Kong	+852 2489 0978

Sole Sponsor

<u>Name of Party</u>	<u>Address</u>	<u>Facsimile No.</u>
Giraffe Capital Limited	22/F China Hong Kong Tower 8-12 Hennessy Road Wan Chai Hong Kong	+852 3188 3271

**Joint Bookrunners
and Joint Lead
Managers**

Giraffe Capital	22/F, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong	+852 3188 3271
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South China	28/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong	+852 2523 9621
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Future Land	Flat B, 20/F, Guangdong Investment Tower, 148 Connaught Road Central, Sheung Wan, Hong Kong	+852 2179 1299
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Co-Manager

Yuzhou Financial Holdings Limited	Unit E, 6/F Yardley Commercial Building, 1-6 Connaught Road West, Sheung Wan, Hong Kong	+852 2591 2303
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If to any of the Placing Underwriters, at their respective addresses and facsimile numbers, and for the attention of the person set opposite its name on **Schedule 2**.

9.13.4 A party may notify the other parties to this Agreement in writing of a change to its relevant address or facsimile number for the purposes of Clause 9.13.3, provided that such notification shall only be effective on:

- (i) the date specified in the notification as the date on which the change is to take place; or
- (ii) if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

9.14 Survival of representations, warranties and obligations of the Warrantors

The respective indemnities, covenants, undertakings, representations, warranties and other statements of the Company and each of the Controlling Shareholders and the Executive Directors or any of them as set forth in this Agreement or made by or on behalf of any of them pursuant to this Agreement, shall remain in full force and effect notwithstanding completion of the Share Offer and regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Co-Manager and any of the Placing Underwriters, any of their respective Affiliates or any of their respective representatives, directors, officers, agents, employees, advisers. Clauses 4.3, 7 and 9.7 shall survive completion of the Share Offer.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.

SCHEDULE 1

PART A THE CONTROLLING SHAREHOLDERS

Name	Address or Registered Office
(1) Mr. Tong Ying Chiu	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong
(2) Ms. Ng Siu Kuen Sylvia	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong
(3) Sun Cheong Creative Development Limited 新昌創展有限公司	Flat B-F, 23/F Block 4 Golden Dragon Industrial Centre 182-190 Tai Lin Pai Road Kwai Chung New Territories Hong Kong
(4) Uni-Pro Ltd 專業有限公司	Registered office: OMC Chambers Wickhams Cay 1 Road Town Tortola British Virgin Islands Correspondence address: Flat B-F, 23/F Block 4 Golden Dragon Industrial Centre 182-190 Tai Lin Pai Road Kwai Chung New Territories Hong Kong

SCHEDULE 1

PART B THE EXECUTIVE DIRECTORS

Name	Address
(1) Mr. Tong Ying Chiu	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong
(2) Ms. Ng Siu Kuen Sylvia	Flat C, 18/F The Westminster Terrace 2A Yau Lai Road Tsuen Wan New Territories Hong Kong
(3) Mr. Tong Bak Nam Billy	Flat C, Floor 9, Block 1 Peak One Tai Wai New Territories Hong Kong
(4) Mr. Chan Kam Hon Ivan	Flat B, 67/F Tower 6, The Hermitage 1 Hoi Wang Road Mong Kok Kowloon Hong Kong

SCHEDULE 2

THE PLACING UNDERWRITERS

Name	Address	Placing Underwriting Commitment (maximum number of Placing Shares)	Proportion by way of percentage
Giraffe Limited	Capital 22/F, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong	-	-
South China Securities Limited	28/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong	24,300,000 Shares	20%
Future Resources Limited	Land Securities Flat B, 20/F, Guangdong Investment Tower, 148 Connaught Road Central, Sheung Wan, Hong Kong	97,200,000 Shares	80%
		121,500,000 Shares	100%

SCHEDULE 3

THE CONDITIONS PRECEDENT DOCUMENTS

1. Two signed originals or certified true copies (certified by the Company's Legal Adviser as true copy of the original) of resolution(s) or the minutes of the meeting of the Directors or a committee of the Directors approving, authorising and ratifying, among other things, the basis of allotment.
2. Two signed original or certified true copies (certified by the Company's Legal Adviser as true copy of the original) of the bringdown comfort letters to be dated the Listing Date and issued by the Reporting Accountants in form approved by the Sole Sponsor regarding the matters in the letters referred to in paragraph 36 item (3) of Part A of Schedule 3 of the Public Offer Underwriting Agreement.
3. Two signed originals or certified copies (certified by the Company's Legal Adviser as true copy of the original), of the Cayman Islands law letters dated the Listing Date issued by Conyers Dill & Pearman, legal advisers to the Company as to the Cayman Islands law, on a summary of Cayman Islands company law referred to in Appendix III to the Prospectus, Cayman Islands estate duty, the use of Company's Chinese name in the abbreviated form and the ability of the Company to repurchase shares.
4. Two signed originals of the Cayman Islands legal opinion dated the Listing Date issued by Conyers Dill & Pearman, legal advisers to the Company as to the Cayman Islands law on (i) due incorporation, valid existence and the authorised share capital of the Company; (ii) the due authorisation and execution of the Operative Documents to which the Company is a party; and (iii) the Operative Documents (to which the Company is a party) are valid and enforceable and binding upon the Company.
5. (a) Two signed originals or certified copies (certified by the Company's Legal Adviser as true copy of the original) of the BVI legal opinion dated the Listing Date issued by Conyers Dill & Pearman, in respect of (i) the due incorporation and valid existence of Top Leader International Ltd; (ii) BVI litigation search result on Top Leader International Ltd.

(b) Two signed originals or certified copies (certified by the Company's Legal Adviser as true copy of the original) of the BVI legal opinion dated the Listing Date issued by Conyers Dill & Pearman, in respect of (i) the due incorporation and valid existence of Uni-Pro Ltd, Eminent Sky Limited, and Harrison Assets Limited, being the shareholders of the Company; (ii) BVI litigation search result on such shareholders; and (iii) the due authorisation and execution of the Operative Documents to which such shareholder of the Company is a party.
6. Two signed originals, or certified copies (certified by the Company's Legal Adviser as true copy of the original), of the letter(s) dated the Listing Date issued by Squire Patton Boggs (US) LLP on a legal analysis on the United Nations, United States, European Union and Australian export control and sanctions regimes.
7. Two signed originals, or certified copies (certified by the Company's Legal Adviser as true copy of the original), of the legal opinion(s) issued by Hills & Co. referred to in paragraph 15(i) and 15(ii) of Part A of Schedule 3 to the Public Offer Underwriting

Agreement dated the Listing Date or confirmations issued by Hills & Co., dated the Listing Date confirming the legal opinion(s) issued by it referred to in paragraph 15(i) and 15(ii) of Part A of Schedule 3 to the Public Offer Underwriting Agreement remains valid and effective as at the Listing Date.

8. Two signed originals, or certified copies (certified by the Company's Legal Adviser as true copy of the original), of the legal opinion(s) or confirmations issued by Mr. Chan Chung dated the Listing Date confirming the legal opinion(s) issued by it referred to in paragraph 17 of Part A of Schedule 3 to the Public Offer Underwriting Agreement remains valid and effective as at the Listing Date.
9. Two signed originals or certified true copies (certified by the Company's Legal Adviser as true copy of the original) of the legal opinion(s) issued by Watson Farley & Williams referred to in paragraph 18 of Part A of Schedule 3 to the Public Offer Underwriting Agreement as at the Listing Date.
10. Two signed originals or certified true copies (certified by the Company's Legal Adviser as true copy of the original) of the opinion(s) issued by Mr. Jon Wong concerning such matters referred to in paragraph 24 of Part A of Schedule 3 of the Public Offer Underwriting Agreement dated the Listing Date or confirmations issued by Mr. Jon Wong concerning such matters, dated the Listing Date confirming the legal opinion(s) issued by it referred to in paragraph 24 of Part A of Schedule 3 of the Public Offer Underwriting Agreement remains valid and effective as at the Listing Date.
11. Two certified true copies (certified by the Company's Legal Adviser as true copy of the original) of the compliance adviser agreement entered into between the Company and Giraffe Capital Limited.
12. Two certified true copies (certified by the Company's Legal Adviser as true copy of the original) of each of the Forms B signed by the Directors.
13. Two copies of the letter from the Stock Exchange approving the listing of the Shares on the Stock Exchange.
14. Two sets of the Verification Notes signed by or on behalf of the Company and each Directors.
15. Two signed originals of the certificate signed by the executive Directors dated the Listing Date and addressed to the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the other Placing Underwriters) to the effect that (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading as of the Listing Date; (b) the Company has complied with all of the obligations and satisfied all of the conditions of its part to be performed or satisfied hereunder on or before the Listing Date; and (c) that as at the Listing Date, there has been no material adverse change or development involving a prospective material adverse change in the condition (financial or otherwise) in the business, properties, shareholders' equity, prospectus or results of operations of the Group since the date of this Agreement.

16. Two signed originals of the certificate signed by the Controlling Shareholders dated the Listing Date and addressed to the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the other Placing Underwriters) to the effect that (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading as of the Listing Date; (b) the Company has complied with all of the obligations and satisfied all of the conditions of its part to be performed or satisfied hereunder on or before the Listing Date; and (c) that as at the Listing Date, there has been no material adverse change or development involving a prospective material adverse change in the condition (financial or otherwise) in the business, properties, shareholders' equity, prospectus or results of operations of the Group since the date of this Agreement.
17. Two signed originals of the certificate signed by the Company dated the Listing Date and addressed to the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the other Placing Underwriters) to the effect that (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading as of the Listing Date; (b) the Company has complied with all of the obligations and satisfied all of the conditions of its part to be performed or satisfied hereunder on or before the Listing Date; and (c) that as at the Listing Date, there has been no material adverse change or development involving a prospective material adverse change in the condition (financial or otherwise) in the business, properties, shareholders' equity, prospectus or results of operations of the Group since the date of this Agreement.
18. Two signed originals of the certificate from the executive Directors and addressed to the Joint Bookrunners (for themselves and on behalf of the Co-Manager and the other Placing Underwriters) confirming that, save to the extent superseded by subsequent disclosures to the Stock Exchange in writing, all written replies to queries from the Stock Exchange in connection with the application for listing of the Shares given by the Sole Sponsor and all the parties involved in the Share Offer remain true and accurate and not misleading, dated the Listing Date.
19. Save for the documents already provided in Part A of Schedule 3 of the Public Offer Underwriting Agreement, two certified copies (certified by the Company's Legal Adviser as true copy of the original) of each of the Operative Documents (other than this Agreement) duly signed by the parties thereto.

SCHEDULE 4

THE WARRANTIES

All of the Warranties in this *Schedule 4* shall also be subject to (a) the disclosures in each of the Prospectus, the legal opinions, tax opinions/advises, tenancy report, internal control reports and/or written submissions (including but not limited to applications, forecasts and correspondences) to the Stock Exchange; (b) to the best knowledge, information, belief and /or awareness of the Warrantors. For the avoidance of doubt, the term "Placing Documents" used in this Schedule 5 shall refer to the Placing Documents issued with prior written approval of the Company.

1. CAPACITY AND AUTHORITY

- 1.1 Each of the Warrantors has the requisite power and authority to enter into and perform its obligations under this Agreement and the Public Offer Underwriting Agreement and each of the Operative Documents to which it is a party.
- 1.2 This Agreement and the Public Offer Underwriting Agreement and each of the Operative Documents to which the Warrantors or any one of them is or should be a party and any other document required to be executed by the Warrantors or any one of them pursuant to the provisions of this Agreement and the Public Offer Underwriting Agreement or any of the Operative Documents constitute or will, when executed and delivered, constitute valid and binding obligations of the Warrantors enforceable in accordance with their respective terms.
- 1.3 The execution and delivery of, and the performance by each of the Warrantors of its obligations under this Agreement and the Public Offer Underwriting Agreement or any of the Operative Documents to which it is or shall be a party do not and will not, and each such document does not and will not:
 - 1.3.1 result in a breach of any provision of the memorandum and articles of association (or equivalent constitutive documents) of the Warrantors which are corporations; or
 - 1.3.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.3 result in a breach of any Laws to which any of the Warrantors is subject or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.4 except as disclosed in the Offer Documents, require any Approvals from any government authority or regulatory body or the sanction or consent of its shareholders; or
 - 1.3.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company.

- 1.4 Each of the Group Companies and the Controlling Shareholders (if being a body corporate) has been duly established and is validly existing under the Laws of the jurisdiction(s) in which it is respectively established and is capable of suing and being sued. This Agreement, the Public Offer Underwriting Agreement, the Operative Documents and any other agreements contemplated in this Agreement or the Public Offer Underwriting Agreement entered into by any of the Warrantors have been duly authorised, executed and delivered by the relevant Warrantor, and constitute, or will, when executed and delivered, constitute legal, valid and binding obligations of the relevant Warrantor enforceable against that relevant Warrantor in accordance with their respective terms.
- 1.5 Each Group Company has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted as described in the Offer Documents and is duly qualified to transact business in each jurisdiction in which the conduct of its business or its ownership, use or leasing of property requires such qualification and to enter into and perform its obligations under this Agreement, the Public Offer Underwriting Agreement, the Operative Documents and any other agreements contemplated under any of these agreements.
- 1.6 None of the Group Companies is in violation of any of its respective constitutive documents.
- 1.7 None of the Group Companies and the Controlling Shareholders have taken or started, and to the best knowledge and belief of the Warrantors, no other person has taken or threatened any action or step or legal, legislative or administrative proceedings (i) to wind up, dissolve, make dormant, or eliminate the Company or (as the case may be) the Controlling Shareholders who are companies or (as the case may be) any of the Subsidiaries, or (ii) to withdraw, revoke or cancel any Approval to conduct the business currently carrying on by any Group Company.
- 1.8 None of the Directors has revoked the respective authority and confirmations given by him/her in his/her responsibility letter, statement of interests and the power of attorney addressed to the Company and the Sole Sponsor and such authority and confirmations remain in full force and effect.

2. THE CORPORATE REORGANISATION

- 2.1 The disclosure of the Corporate Reorganisation set forth in the section headed “Reorganisation” in the Prospectus is true and accurate in all material respects. Each step of the Corporate Reorganisation was effected in compliance with all applicable Laws of all appropriate jurisdictions and with the memoranda and articles of association (or equivalent constitutive documents) of the relevant Group Company.
- 2.2 Neither the Corporate Reorganisation nor its implementation nor any of the documents signed or executed in connection therewith:
 - 2.2.1 resulted in a breach of any applicable Laws or of the terms or provisions of, or in the case of the Company, its Articles of Association (or its articles of association

at the time) or, in the case of any Subsidiary, its constitutive documents and/or business licences, or in the case of the Controlling Shareholders that are corporations, its constitutive documents; or

- 2.2.2 resulted in a breach of, or constituted a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which the Company, any Subsidiary or any Controlling Shareholder was or is a party or by which the Company, any Subsidiary or any Controlling Shareholder or any of their respective assets was or is bound; or
 - 2.2.3 resulted in a breach of any Laws or Approvals to which the Company, any Subsidiary or any Controlling Shareholder was or is subject or by which the Company, any Subsidiary or any Controlling Shareholder or any of their respective assets was or is bound; or
 - 2.2.4 resulted in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company; or
 - 2.2.5 has rendered or will render the Company, any Subsidiary or any Controlling Shareholder liable to any additional tax, duty, charge, impost or levy of any amount which has not been appropriately provided for in the accounts based upon which the accountants' report was prepared by the Reporting Accountants and set out in Appendix I to the Prospectus.
- 2.3 All Approvals required in connection with the Corporate Reorganisation have been obtained in writing and have been duly and validly issued or granted and are in full force and effect and no Approval is subject to any condition precedent which has not been fulfilled or performed.
- 2.4 Each of the parties to the restructuring documents in relation to the Corporate Reorganisation (the “**Reorganisation Documents**”) has full power (corporate and other) to execute, deliver and perform such documents and has duly authorised, executed and delivered such documents. Each of such documents constitutes a legal, valid and binding agreement, enforceable against each of the parties thereto in accordance with its terms.
- 2.5 The Corporate Reorganisation has been properly and legally implemented and completed. Except as disclosed in the Public Offer Documents, there are no other material documents or agreements that have been entered into by the Company, any Subsidiary or any Controlling Shareholder in connection with the Corporate Reorganisation, and to the best knowledge and belief of the Warrantors, there are no legal or administrative or other proceedings pending anywhere challenging the effectiveness or validity of the Corporate Reorganisation or any of the Reorganisation Documents and, no such proceedings are threatened or contemplated by any Governmental Authority or by any other person.
- 2.6 All tax, duty (including stamp duty), charge, impost or levy (whether by way of actual assessment, loss of allowance, deduction or credit available for relief or otherwise) payable to effect, or otherwise in connection with, the Corporate Reorganisation have been paid or will be paid on the relevant due dates.

- 2.7 The property and other assets injected into the Group pursuant to the Corporate Reorganisation (if any) comprise all the material assets necessary for the carrying on of the business of the Group in the manner it is presently conducted and as described in the Public Offer Documents and the liabilities assumed by the Group pursuant to the Corporate Reorganisation represent the only liabilities (save as disclosed in the Public Offer Documents) of the Group.
- 2.8 No person has or may have any right to claim that any matter done or document executed pursuant to the Corporate Reorganisation was not valid or binding on any person or contrary to or an infringement of the rights of any person.

3. THE SHARE OFFER

- 3.1 The details of the registered and issued share capital of the Company and the Subsidiaries set out in the Public Offer Documents are as of the respective dates therein stated, and in the Public Offer Documents will be as of the respective dates stated therein, true and accurate in all material respects.
- 3.2 The issued share capital of the Company (i) has been duly authorised, (ii) is validly issued and fully paid, (iii) was not issued in violation of any pre-emptive right, right of first refusal or similar rights and (iv) is beneficially owned by the shareholders of the Company to the extent and in the manner as described in the Public Offer Documents, free and clear of any lien, charge, restriction upon voting or transfer or any other encumbrance or third party rights of any kind.
- 3.3 Other than any options which may be granted under the Share Option Scheme, there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or subscribe for, or obligations of the Company to issue or sell, or pre-emptive or other rights to subscribe or acquire, shares or securities in any Group Company.
- 3.4 The Offer Shares conform to the description thereof contained in the Public Offer Documents and will conform to such description in the Placing Documents, and such description in the Prospectus is as of its date, and in the Placing Documents will be as of the date thereof, true and correct in all material respects.
- 3.5 The Offer Shares will, when allotted and issued, be properly allotted and issued in accordance with the terms and conditions of the Share Offer as set out in the Public Offer Documents and the Articles of Association and will conform to all statements relating thereto in the Public Offer Documents.
- 3.6 All of the Offer Shares will, when allotted and issued on the terms of the Share Offer:
- 3.6.1 be duly and validly authorised and issued and will be fully paid up;
- 3.6.2 have attached to them the rights and benefits specified in the Articles of Association and as described in the Public Offer Documents and in particular, will rank *pari passu* in all respects with the issued and outstanding Shares (other than the entitlement to the Capitalisation Issue (as defined in the Prospectus) and save as otherwise described in the Articles of Association as at the date of this

Agreement or pursuant to any applicable requirements under the applicable Laws);

- 3.6.3 not be subject to any pre-emptive or other similar rights in relation to the transfer thereof;
 - 3.6.4 be free from any Encumbrances whatsoever; and
 - 3.6.5 be evidenced by share certificates which will be in a form which complies with all applicable Laws and requirements of the Stock Exchange and which certificates will constitute valid evidence of title in respect of the Offer Shares as stated in the Offer Documents.
- 3.7 The Company has obtained an approval in principle for the listing of, and permission to deal in, the Shares in issue or to be issued, as described in the Offer Documents, on the Stock Exchange.
- 3.8 The performance by each of the Warrantors of its obligations under the Share Offer including the issue and sale of the Offer Shares (where relevant), the issue, publication, distribution or making available of the Public Offer Documents and the Formal Notice in accordance and in compliance with the terms provided in the Prospectus and herein; and the listing of the Shares on the Stock Exchange have been duly authorised and do not and will not:
- 3.8.1 result in a violation or breach of any provision of the Articles of Association; or the constitutive documents of any of the Warrantors which are corporations; or
 - 3.8.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement or other instrument to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound; or
 - 3.8.3 result in a breach of any Laws applicable to any of the Warrantors or any of their respective assets; or
 - 3.8.4 except as disclosed in the Offer Documents, require any Approval from any Governmental Authority or, in the case of the Company or each of the other Warrantors that is a corporation, the sanction or consent of its shareholders; or
 - 3.8.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any of the Warrantors.
- 3.9 All Approvals required for the performance by the Company of its obligations under the Share Offer including the issue of the Offer Shares for subscription and the issue, publication, the offer of the Offer Shares for sale, distribution or making available of each of the Public Offer Documents and the Formal Notice have been or will (prior to the Prospectus Date or, in the case of the approval from the Stock Exchange for the listing of and permission to deal in the Shares to be issued as described in the Prospectus, not later than the Listing Date) be obtained and are or will, when obtained, be in full force and effect.

- 3.10 No holder of any of the Offer Shares is or will be subject to any liability in respect of any liability of the Company by virtue only of his holding of any such Offer Shares, except to the extent disclosed in the Prospectus (if any), there are no limitations under the Laws of Hong Kong or the Cayman Islands on the rights of holders of the Offer Shares to hold, vote or transfer their Shares.
- 3.11 At the closing of the application lists for the Public Offer Shares, the Controlling Shareholders as the holders of the relevant issued Shares will not be entitled to pre-emptive or other similar rights with respect to Shares to be offered by the Company pursuant to the Share Offer.
- 3.12 All dividends and other distributions declared and payable on the Shares may under the current Laws of Hong Kong be paid to the holders of Shares in Hong Kong dollars, and may be converted into foreign currency that may be freely transferred out of Hong Kong and all such dividends and other distributions will not be subject to withholding or other taxes under the current laws and regulations of Hong Kong and are otherwise free and clear of any other tax, withholding or deduction in the Cayman Islands and may be so paid without the necessity of obtaining any Approval from any Governmental Authority in the Cayman Islands.
- 3.13 The application of the net proceeds to the Company from the Share Offer, as set forth in and contemplated by the Public Offer Documents, will not (i) contravene any provision of applicable Laws or the constitutive documents of the Company or any Group Company, or (ii) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or any Group Company that, individually or in the aggregate, is material to the Group, or (iii) contravene any judgment, order or decree of any Governmental Authority having jurisdiction over the Company or any Group Company.
- 3.14 All taxes, duties, levies, fees or other charges or expenses which are payable in Hong Kong in connection with the creation, allotment and issue of the Offer Shares, the sale, transfer or other disposal of any of the Offer Shares, the Share Offer or the execution and delivery of, or the performance of the provisions under, this Agreement and the Public Offer Underwriting Agreement have been or will, when due, be paid.
- 3.15 There are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against any Underwriters for a brokerage commission, finder's fee or other like payment in connection with the Share Offer.

4. FINANCIAL INFORMATION

- 4.1 The audited combined financial statements, together with the related schedules and notes, included in the Public Offer Documents:
- 4.1.1 give a true and fair view of the financial position of the Company and its consolidated subsidiaries at the respective dates indicated and the statements of income, results, changes in equity and cash flows of the Company and its consolidated subsidiaries for the respective periods specified;

- 4.1.2 have been prepared in conformity with Hong Kong Financial Reporting Standards (“**HKFRS**”) issued by the Hong Kong Institute of Certified Public Accountants applied on a consistent basis throughout the relevant periods;
 - 4.1.3 present fairly in accordance with HKFRS the information required to be stated therein;
 - 4.1.4 make full provision for all bad and doubtful debts and make appropriate provision for all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof;
 - 4.1.5 depreciation of fixed assets has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Group; and
 - 4.1.6 the profits and losses referred to therein and the trend of profits thereby shown have not been affected by any unusual or extraordinary item or by any other matter which has rendered such profits or losses unusually high or low.
- 4.2 The unaudited combined financial statements as of and for the one month ended 31 July 2018 (and the notes thereto) of the Company and “comfort letters” delivered, or to be delivered, by the Reporting Accountants as set forth in Schedule 3:
- 4.2.1 fairly state the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statements of income, results, changes in equity and cash flows of the Company and its consolidated subsidiaries for the periods specified;
 - 4.2.2 have been prepared on a basis consistent with the accounting policies normally adopted by the Group and applied in preparing the Accounts;
 - 4.2.3 present fairly in accordance with HKFRS the information required to be stated therein.
 - 4.2.4 make full provision for all bad and doubtful debts and make appropriate provision for all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof;
 - 4.2.5 depreciation of fixed assets has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Group; and
 - 4.2.6 the profits and losses referred to therein and the trend of profits thereby shown have not been affected by any unusual or extraordinary item or by any other matter which has rendered such profits or losses unusually high or low.
- 4.3 The financial information and the summary financial information included in the Public Offer Documents are derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Public Offer Documents.

- 4.4 The pro forma financial information of the Group and the related notes thereto and the other pro forma and as adjusted information included in the Prospectus, have been prepared in accordance with Hong Kong disclosure rules and guidelines with respect to unaudited pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. The figures in relation to the operations of the Group as included in the Prospectus give a true and accurate and not misleading in the material aspect.
- 4.5 No other financial statements, schedules or pro forma financial information of the Group are required by any rules and regulations of the Stock Exchange applicable to the Public Offer in Hong Kong to be included in the Prospectus if such rules and regulations were applicable to the Prospectus.
- 4.6 The section headed “Financial Information” in the Prospectus adequately and fairly describes:
- 4.6.1 accounting policies which the Company believes are the most important in the portrayal of the Group’s financial condition and results of operations and which require management’s most difficult, subjective or complex judgments (the “**critical accounting policies**”);
 - 4.6.2 judgements and uncertainties affecting the application of critical accounting policies;
 - 4.6.3 the likelihood that materially different amounts would be reported under different conditions or using different assumptions;
 - 4.6.4 all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; and
 - 4.6.5 all off-balance sheet transactions, arrangements, and obligations that are reasonably likely to have a material effect on the liquidity of the Group considered as one enterprise, or the availability thereof or the requirements of the Group for capital resources.

No material information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendix I to the Prospectus their review report contained, or to be attached, to the “comfort letters”, their review of the Group’s pro forma financial information in Appendix II to the Prospectus and all information given to the Reporting Accountants for such purposes was given in good faith and to the best of the knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true and accurate in all material respects and no material fact or matter has been omitted.

- 4.7 No material information was withheld from the Reporting Accountants for the purposes of their review of the Group’s working capital projections or their review of the Group’s financial reporting procedures.

- 4.8 The Reporting Accountants who audited the financial statements, supporting schedules and notes included in the Prospectus is an independent auditors' firm with respect to the Group as required by the laws of Hong Kong and the applicable rules and regulations under such laws in compliance with the guidelines regarding independence issued by the Hong Kong Institute of Certified Public Accountants, and is an independent public accountants' firm with respect to the Company and its Subsidiaries.
- 4.9 All estimates by the Company contained in the Prospectus are made after due and careful consideration, are based on reasonable assumptions referred to therein and reasonable and fair expectations honestly held based on facts known to the Group or members of the Group.
- 4.10 Consistent accounting principles and policies have been adopted by each of the Group Companies over the period covered in the Accounts and there has been no material change thereof since the Accounts Date.
- 4.11 No transaction of any material importance to which any Group Company is a party has taken place which is required to be, but which is not, disclosed or reflected in the Accounts.
- 4.12 No Group Company had any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with HKFRS, should have been disclosed or provided for in the Accounts and which have not been so disclosed or provided for.
- 4.13 The profits of the Group for the four years ended 31 December 2017 and six months ended on the Accounts Date have not resulted to a material extent from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits for all or any of such periods abnormally high or low, and no such matter or item is to the knowledge of the Directors likely to occur after the date hereof and at any time up to the Listing Date.
- 4.14 All dividends or distributions declared, made or paid by each Group Company have been declared, made or paid in accordance with its articles of association (or equivalent documents) and applicable Laws.
- 4.15 The Group has no present intention to discontinue or write down investments in any other businesses other than those disclosed in the Accounts, nor is any such write down, in the reasonable opinion of the Directors, required.
- 4.16 Each Group Company has sufficient working capital with which to carry on its business, in its present form and at its present level of turnover, for the period of 12 months following the Listing Date and for the purposes of Group's present requirements having regard, the cash generated from operating activities, the net proceeds of the Share Offer and the credit facilities maintained with financial institutions.

5. CHANGES SINCE THE ACCOUNTS DATE

- 5.1 Since the Accounts Date:

- 5.1.1 save as disclosed in the Prospectus, each Group Company has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature;
- 5.1.2 there has been no material adverse change, or any development involving a prospective material adverse change, in the general affairs, management, financial condition or prospects of the said business or the earnings, business affairs or net asset value of the said business or of the Group taken as a whole as compared with the position or prospects disclosed by the audited combined financial statements of the Group referred to in paragraph 4.1 above and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or its assets;
- 5.1.3 each Group Company has continued to pay its creditors in the ordinary course of business and no trade discounts or other special terms (not being in the ordinary course of business, and accordingly excluding other seasonal or campaigns and initiatives) have been incorporated into any contract entered into by the Group;
- 5.1.4 no Group Company has acquired, sold, transferred or otherwise disposed of any assets of a material nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business;
- 5.1.5 no Group Company has purchased or reduced any of its share capital, nor declared, paid or made any dividend or distribution of any kind on any class of shares;
- 5.1.6 there has not been any material change in short-term or long-term debts and no Group Company has taken on or become subject to any material contingent liability;
- 5.1.7 no Group Company has sustained any material loss or interference with its business from any labour dispute or court or governmental or administrative action, order or decree;
- 5.1.8 no dividend or other distribution has been, or is treated as having been, declared, made or paid by any Group Company;
- 5.1.9 there has not been:
 - (a) any Encumbrance on any asset, or to the best knowledge and belief of the Warrantors, any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Group and tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;

- (b) any lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any Group Company which is material in the context of the business of the Group as a whole;
- (c) the making of any loan, advance, indemnity or guarantee by any Group Company to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business; or
- (d) an agreement to do any of the foregoing.

6. FINANCIAL REPORTING PROCEDURES

The Directors have established procedures which provide a reasonable basis for them to make proper judgements as to the financial position and prospects of the Group, taken as a whole, and the Group maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorisations; (ii) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to regulatory bodies as and when required by them and financial statements in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; (iii) access to assets is permitted only in accordance with management's general or specific authorisation; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (v) each of the Company and its subsidiaries has made and kept books, records and accounts which, in reasonable detail accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of consolidated financial statements and notes thereto in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; and (vi) all charges against the Group have been registered in accordance with all applicable laws. The Group's current management information and accounting control system has been in operation for at least three years (or since incorporation, whichever is shorter) during which none of them has experienced any difficulties with regard to (i) through (vi) above.

7. ACCOUNTING AND OTHER RECORDS

The statutory books, books of account and other records of whatsoever kind of each Group Company are in its possession, up-to-date and contain complete and accurate records required by the respective Laws to which it is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received and which have not been properly rectified. All accounts, documents and returns required by Law to be delivered or made by each of the Group Companies to any government authority in Hong Kong, the PRC, the Cayman Islands, the BVI or any other jurisdiction have been duly and correctly delivered or made.

8. CAPITAL AND CONTRACTUAL COMMITMENTS

- 8.1 Since the Accounts Date, no Group Company has any capital commitment (other than such capital commitment made in the ordinary course of business of the Group) or any guarantee or other contingent liabilities which is material in the context of the Group as a whole.
- 8.2 No Group Company is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements other than wholly on an arm's length basis in the ordinary and usual course of business. For these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by the relevant Group Company on six months' notice or less.
- 8.3 No Group Company is party to any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement or any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit.
- 8.4 All the contracts, all leases, tenancies, licences, concessions and agreements of whatsoever nature to which any Group Company is a party and which are material to the business and/or financial position of the Group as a whole are valid, binding and enforceable obligations of such Group Company and the material terms thereof have been complied with by the relevant Group Company thereto.
- 8.5 All subsisting material contracts entered into within two years of the Prospectus Date (other than contracts entered into in the ordinary course of business) by any Group Company have been disclosed in the Prospectus and no material contracts (other than those so disclosed and those entered into in the ordinary course of business) will, without the written consent of the Placing Underwriters (such consent not to be unreasonably withheld or delayed), be entered into nor will the terms of any subsisting material contracts be varied (other than as aforesaid) prior to or on the Listing Date.
- 8.6 Each of the Warrantors has no knowledge of the invalidity of or grounds for rescission, avoidance or repudiation of any contract, agreement or other transaction to which any Group Company is a party and which is material to the business and/or financial position of the Group taken as a whole and no Group Company has received notice of any intention to terminate any such contract or agreement or repudiate or disclaim any such transaction.
- 8.7 All material contracts entered into by the Company and its subsidiaries have been duly authorised, executed and delivered by parties with requisite power and capacity to enter into, to deliver and to perform their respective obligations under the contracts and such contracts are legal valid, binding and enforceable under the applicable Laws.
- 8.8 All descriptions of contracts or other material documents in the Prospectus, to the extent such descriptions purport to describe or summarise such contracts or documents, are true and accurate in all material respects, fairly summarise the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions in the context in which such descriptions respectively appear. To the best knowledge of the Warrantors, there are no contracts or documents that would be required

to be described in the Public Offer Documents under the Laws of Hong Kong and the rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong if such Laws were applicable with respect to the Prospectus.

9. LITIGATION AND OTHER PROCEEDINGS

- 9.1 No material litigation, arbitration or governmental proceedings or investigations directly or indirectly involving any Group Company or involving or affecting any of the directors of any Group Company is in progress or, is threatened or pending and to the best knowledge, information, belief and/or awareness of the Warrantors after due and careful enquiry, there are no circumstances likely to give rise to any such material litigation, arbitration or governmental proceedings or investigations.
- 9.2 No Group Company which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and to the best knowledge and belief of the Warrantors, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties which might be expected to have a Material Adverse Effect on such joint venture or company or its business or finances.

10. INDEBTEDNESS/DEFAULT

- 10.1 No Group Company has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, hire purchase commitments or any guarantees, mortgages and charges.
- 10.2 No outstanding indebtedness of any Group Company has become repayable before its stated maturity, nor has any security in respect of such indebtedness become enforceable by reason of default by any Group Company.
- 10.3 No person to whom any indebtedness of any Group Company and which is repayable on demand, is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same.
- 10.4 No circumstance has arisen such that any person is now entitled to require payment of any indebtedness or under any guarantee of any liability of any Group Company by reason of default by any such member or any other person or any guarantee given by any Group Company.
- 10.5 No event has occurred and is subsisting or to the best knowledge or belief of the Warrantors is about to occur which constitutes or would (whether with the expiry of any applicable grace period or the fulfilment of any condition or the giving of any notice or the compliance with any other formality or otherwise) constitute a breach or default under, or result in the acceleration by reason of breach or default of, any obligations under any Law, agreement, undertaking, instrument or arrangement to which any Group Company is a party or by which any of them or their respective revenues or assets are bound or constitute a breach or violation of the business licence, articles of association (or equivalent constituent documents) of any Group Company, except for such breach or

default or acceleration that will not have a material adverse effect on the Group as a whole.

- 10.6 The amounts borrowed by each Group Company do not exceed any limitation on its borrowing contained in its articles of association (or equivalent constituent documents), any debenture or other deed or document binding upon it and except in the ordinary course of business, no Group Company has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts.
- 10.7 All the Group's borrowing facilities have been duly executed and are in full force and effect. To the extent within the relevant Group Company's control, all undrawn amounts under such borrowing facilities are or will be capable of drawdown; no event has occurred and no circumstances exist which could cause any undrawn amounts under any such borrowing facilities to be unavailable for drawing as required.
- 10.8 Sufficient and accurate details of all material financing arrangements have been disclosed in the Prospectus.
- 10.9 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any Group Company is a party:-
 - 10.9.1 there has been no contravention of or non-compliance with any provision of any document reflecting the financial arrangements that will have a material adverse effect on the Group;
 - 10.9.2 no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;
 - 10.9.3 there has not been any alteration in the terms and conditions of any of the said arrangements or facilities all of which are in full force and effect;
 - 10.9.4 nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be affected or prejudiced;
 - 10.9.5 none of the arrangements is dependent on the guarantee of or on any security provided by a third party; and
 - 10.9.6 none of the facilities may be terminated, or mature prior to its stated maturity as a result of the issue and allotment of the Offer Shares.
- 10.10 No event has occurred and no circumstances exist in relation to any Governmental Authority's investment grants, loan subsidies or financial assistance received by or pledged to any Group Company in consequence of which any of the Group Company is or may be held liable to forfeit or repay in whole or in part any such grant or loan, the forfeiture or repayment.

11. ARRANGEMENTS WITH RELATED PARTIES

- 11.1 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and any director of any Group Company or any of his/her/its associates (as defined in the Listing Rules).
- 11.2 For such transactions as may be entered into by the Company pursuant to any of the Operative Documents, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and the Warrantors (excluding the Company) or any of them or any company (excluding the members of the Group) or undertaking which is owned or controlled by the Warrantors (excluding the Company) or any of them (whether by way of shareholding or otherwise).
- 11.3 None of the Warrantors (excluding the Company) nor any of their respective close associates (as defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, is engaged in any business of any Group Company or any business similar to or in competition with the business of any Group Company to the extent that there could be a conflict of interests between the Warrantors (excluding the Company) or any of their respective close associates (as defined in the Listing Rules) and the general body of shareholders of the Company, nor are any of the Warrantors (excluding the Company) or their respective close associates (as defined in the Listing Rules) interested, directly or indirectly, in any assets which have since completion of the Corporate Reorganisation been acquired or disposed of by or leased to any Group Company.
- 11.4 There were no related party transactions during the four years ended 31 December 2017 and the six months ended 30 June 2018 and there are no other transactions which on or after the Listing Date will constitute connected transactions (as defined in the Listing Rules) of the Company.

12. GROUP STRUCTURE

- 12.1 All information of the Subsidiaries listed in the Prospectus is true and accurate in all material respects. There is no other company or undertaking in which any Group Company, directly or indirectly, owns or controls or proposes to own or control a majority interest (whether by way of shareholding or otherwise). No Group Company has entered into any agreement for the establishment of any company or undertaking in which any Group Company will, or agrees to own or control, a majority interest.
- 12.2 All statements in the Prospectus regarding the share capital of each Group Company are true and accurate and other than any option which may be granted pursuant to the Share Option Scheme (as defined in the Prospectus), there are no rights (whether conditional or unconditional and whether in the nature of options or otherwise) in existence to require the issue of any shares or other securities of any Group Company now or at any time hereafter and no alteration will be made in the rights attached to any of the shares in the capital of any Group Company at any time between the date hereof and the Listing Date (both days inclusive).
- 12.3 All of the issued and outstanding shares of each of the Subsidiaries (i) have been duly authorised and validly issued, (ii) are fully paid or credited as fully paid, and (iii) with respect to the shares held by the Company, are owned by the Company, directly or through Subsidiaries, free and clear of any security interest, mortgage, pledge, lien,

encumbrance, claim or equity; and none of the outstanding ordinary shares of any Subsidiary was issued in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary.

- 12.4 No Group Company has any branch, agency, place of business or permanent establishment outside the Hong Kong and the PRC.
- 12.5 No Group Company acts or carries on business in partnership with any other person or is a member of any corporate or unincorporated body, undertaking or association or holds or is liable on any share or security which is not fully paid up or which carries any liability.
- 12.6 Each joint venture contract and shareholders' agreement in respect of which a Group Company is a party is legal, valid, binding and enforceable in all material respects in accordance with its terms under its governing law and all relevant Approvals in respect thereof have been obtained.
- 12.7 None of the Group Company is engaged in any business activity or has any material asset or liability (whether actual, contingent or otherwise) which is not directly or indirectly related to the business of the Group as described in the Prospectus.

13. ACCURACY AND ADEQUACY OF INFORMATION SUPPLIED

- 13.1 The recitals and schedules (other than Schedule 2) to this Agreement are true and accurate in all material respects.
- 13.2 Subject to limitations set out in the Prospectus, the statistical and market related data included in the Prospectus are, and the data contained in the Public Offer Documents, and data in the Form of Placing Letter, Form of Sub-underwriting Letter (including but not limited to the data regarding the Offer Price and Offer Shares) are, and any other Placing Documents being reviewed by the Company are based on or derived from sources which the Warrantors believe to be accurate and reliable.
- 13.3 All information supplied or disclosed in writing or orally by or on behalf of any Group Company and/or any director of any Group Company and/or any of the Warrantors to the Underwriters, the Reporting Accountants, and other professional advisers to the Underwriters for the purposes of the Share Offer (save as subsequently amended or corrected prior to the date hereof) is, at the time when it was given and as of the date hereof, true and accurate in all material respects and not misleading in any material respect and was given in good faith.
- 13.4 All information requested from the Company by the Reporting Accountants, the Company's legal advisers, the Underwriters' legal advisers and the Joint Bookrunners for the purposes of their reports, letters, and certificates to the Company and/or the Underwriters has been supplied to them. No relevant material information was withheld from the Reporting Accountants, the Company's legal advisers, the Underwriters, the Underwriters' legal advisers and the Joint Bookrunners and the Company does not disagree (and none of the Directors disagrees) with any respect of the reports, letters or certificates prepared by the Reporting Accountants, the Company's legal advisers, the

Underwriters' legal advisers and the Joint Bookrunners and the opinions attributed to the Directors in such reports or letters are honestly held by the Directors and are fairly based upon facts within their knowledge after due and careful consideration.

- 13.5 The replies to the questions and the supporting documents (to the extent that any such data in the supporting document(s) is prepared or provided by the Company or Company's Affiliate) in respect of the Company or the Company's Affiliate) set out in the Verification Notes given by or on behalf of the Company or the Directors remain true and accurate in all material respects and not misleading in any material respects and contain all material information and particulars with regard to the subject matter thereof with no omissions of material information.
- 13.6 All statements of fact (other than the statements made by the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers and the Public Offer Underwriters which are explicitly contradictory to the information provided by the Company) contained in the Prospectus are and will (at the Prospectus Date, and the other times when the Warranties are repeated pursuant to this Agreement) be accurate and complete in all material respects and not misleading or deceptive in any material respect. The Prospectus does not contain or will (at the Prospectus Date and the other times when the Warranties are repeated pursuant to this Agreement) not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in the material respect or which are material for disclosure therein. All expressions of opinion or intention of or made by the Warrantors therein (including but not limited to the statements regarding the sufficiency of working capital, use of proceeds, indebtedness, prospects, dividends, material contracts and litigation) are made on reasonable grounds or, where appropriate, reasonable assumptions and are truly and honestly held by the Directors and are fairly based and there are no other material facts known or which could, upon reasonable inquiry, have been known to the Directors, the omission of disclosure therein of which would make any such statement or expression untrue, inaccurate or misleading in any material respect provided that none of the Warrantors makes any representation or warranty with respect to any statement or omission made in reliance upon and in conformity with information relating to the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Co-Manager or any Underwriters furnished to the Company for use in the Prospectus and any amendment or supplement thereto.
- 13.7 All forward-looking statements (including all forecasts and estimates) contained in the Prospectus are made after due and proper consideration, are based on relevant assumptions referred to therein and represent reasonable and fair expectations honestly held based on facts known to the Group and/or the Warrantors or any of them and there are no other assumptions on which such forward-looking statements are based other than the assumptions referred to in the Prospectus or which such forecasts ought reasonably to have been based which have not been made. Such forward-looking statements do not omit or neglect to include or take into account of any facts or matters which, to the best knowledge, information and belief of the Warrantors, are or may be material to such forward-looking statements or to the Share Offer.
- 13.8 Without limiting the generality of the foregoing, the Offer Documents contain or will contain, all particulars and information reasonably necessary to enable an investor to make an informed assessment of the activities, assets and liabilities, financial position,

management and prospects of the Group and its profits and losses and of the rights attaching to the Shares and there are no other facts the omission of which would make any statement in the Prospectus or in the Placing Documents misleading in any material respect or which is in the context of the Share Offer material for disclosure.

- 13.9 The Prospectus, other Public Offer Documents and Placing Documents, as of its issue date and as of the Listing Date, and as amended or supplemented, if applicable, as of the date of such amendment or supplement, do not and as of the Listing Date will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 13.10 The report prepared by the Company in respect of the adequacy of the Group's working capital and cash flow for the 12-month period after the Prospectus Date has been properly compiled by the Company on the basis of the assumptions stated therein and is presented on a basis consistent with the accounting principles and policies adopted by the Reporting Accountants in relation to the preparation of the Accountants' Report contained in the Prospectus after making proper provision for all known material liabilities (whether actual or contingent or otherwise); that the assumptions upon which the report are based have been made after due and careful enquiry and are fair and reasonable in the context of the Group and that there are no material facts known or which could on reasonable due and careful enquiry have been known to the Company or the Directors which have not been taken into account in the preparation of the report or the omission of which would make any statement made in such report or any expression of opinion or intention contained or assumption made in such report misleading in any material respects.
- 13.11 The business histories, interests, qualifications and experience and all the direct and indirect interests of each of the Directors and their respective associates in any of the companies which were parties to transactions required to be disclosed under the generally accepted accounting principles of Hong Kong or the applicable Laws entered into or completed within the last two years immediately preceding the Prospectus Date relating to the business of the Group, or loans to or by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, the Group have been and are properly and accurately disclosed in all material respects in the Prospectus.
- 13.12 Each of the Public Offer Documents and the Formal Notice complies with all applicable Laws (including the Companies Ordinance, the Companies Act and the Listing Rules) and contain and, when each of them is issued, will contain all information and particulars which is material for disclosure to potential subscriber, purchaser or Underwriters (or sub-underwriters) of the Offer Shares, or for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Group and of the rights attaching to the Shares. In particular (but without prejudice to the foregoing) the sections in the Prospectus headed "Risk factors", "History and development", "Reorganisation" and "Business" are true and correct in all material respects and not misleading in any material respect, and sets out all material facts, matters and circumstances which could create, constitute or result in, or relate to, a risk (or risks) for the businesses, profits or assets of the Group, or be a factor which it is necessary to bring to the attention of potential investors to make them aware of and assist them in

assessing the potential risks relating to the Group and an investment in the Shares, and that these sections comply in all material respects with the minimum principles set out in the Listing Rules.

- 13.13 All statements and information provided by or on behalf of the Company in connection with any application or submission to or correspondence with the Stock Exchange are true and accurate in all material respects and are not misleading in any material respect and there are no facts which have not been disclosed to the Stock Exchange in connection with any such application, submission or correspondence which by their omission may make any such statements untrue, inaccurate, incomplete, deceptive or misleading in any material respect or are material for disclosure to the Stock Exchange.
- 13.14 The Company has obtained written consents (to the extent necessary) from third party companies or entities whose names and logos together with their relationship with the Company have been disclosed in the Prospectus.

14. PROPERTIES, TITLE AND INTERESTS

- 14.1 None of the members of the Group owns, operates, manages, leases or has any other right of interest in any other property of any kind which are material to the operation of the Group save for those described in the Prospectus, the reports on tenancy, and/or the legal opinions and valuation report(s) as mentioned in Schedule 3.
- 14.2 With respect to the rights and interests in property and other assets (including but not limited to land and buildings) owned by members of the Group, save as disclosed in the Prospectus, the reports on tenancy and/or the legal opinions as mentioned in Schedule 3, and to the knowledge, information, belief and/or awareness of the Warrantors:
- 14.2.1 the relevant Group Company has good and marketable title, or has the right by Law to good and marketable title, to such property and other assets or any rights or interests thereto;
- 14.2.2 there are no mortgages, charges, liens, claims, Encumbrances or other security interests or third party rights or interests, conditions, planning consents, orders, regulations or other restrictions affecting any of such property and other assets which could have a Material Adverse Effect on the value of such property and other assets or materially adversely limit, restrict or otherwise affect the ability of the relevant Group Company to utilise any such property or other assets;
- 14.2.3 the relevant Group Company is entitled as legal and beneficial owner of such property and other assets to all rights and benefits as landlord and/or licensor under the leases, tenancies or licences to which it is a party as landlord and/or licensor in respect of such property and other assets, and such leases, tenancies and licences are and will be in full force and effect;
- 14.2.4 none of the properties or other assets has been used by the Group for any unlawful purposes and the Group has not violated any relevant land or construction regulations; and

- 14.2.5 all requisite consents, licences, certificates and authorities necessary for the existing use of any property by the relevant Group Company have been duly obtained and are in full force and effect.
- 14.3 Where any property and other assets are held under lease, tenancy or licence by any Group Company:
- 14.3.1 each lease, tenancy or licence is legal, valid, subsisting and enforceable by the relevant Group Company;
- 14.3.2 no material default (or event which with notice or lapse of time, or both, would constitute a material default) by any Group Company has occurred and is continuing under any of such leases, tenancies or licences;
- 14.3.3 no Group Company has notice of any claim of any nature that has been asserted by anyone adverse to the rights of the relevant Group Company under such leases, tenancies or licences or affecting the rights of the relevant Group Company to the continued possession of such leased or licensed property or other assets.
- 14.3.4 there is no matter which adversely affects such leased properties which needs to be brought to the attention of the Sponsor, Joint Bookrunners, Joint Lead Managers, Co-Manager and the Public Offer Underwriters or which is pertinent to the value, use and enjoyment of the Property and the Warrantors not aware of any such matter.
- 14.4 Where applicable and with respect to each of properties situated in Hong Kong and PRC owned by the Group, save as disclosed in the Offer Documents or the legal opinions as mentioned in Schedule 3:
- 14.4.1 the ownership of the property, in respect of which the relevant Group Company has the right to occupy, belongs to the Group Company which has good title to such property;
- 14.4.2 the relevant Group Company has validly acquired the relevant Real Estate and Land Ownership Certificate (the “**Ownership Certificate**”) in respect of the property which is valid and subsisting and in full force and effect;
- 14.4.3 all of the relevant procedures as regards to the sale or transfer of the property have been completed and (where applicable) the sale or transfer has been validly registered with the relevant Governmental Authority;
- 14.4.4 the relevant Group Company can legally transfer, mortgage, or sell the property to local or foreign corporations or individuals, subject to the terms of the Ownership Certificate;
- 14.4.5 all land premiums payable in respect of the property have been paid in full and no further premiums are payable under the terms of the Ownership Certificate or otherwise under the laws of the PRC;

- 14.4.6 the property is not currently subject to any sale, transfer or mortgage procedures and it is not leased or transferred or given to others as a gift, and the relevant Group Company has not entered into any agreement to do any of the foregoing; the property is not involved in any litigation or subject to any court order for attachment, possession or any other similar proceedings;
 - 14.4.7 the relevant Group Company has not received from the PRC Governmental Authority any notice or order which may adversely affect its right to use the property for the purpose for which it is presently being used;
 - 14.4.8 all of the land user's covenants contained in the Ownership Certificate and/or other documents applicable to the property have been duly performed and observed to the extent that such obligations have fallen due;
 - 14.4.9 as at the date hereof there has been no change in the terms and conditions of the Ownership Certificate and/or other documents applicable to the property, which are all in full force and effect in favour of the relevant Group Company; and
 - 14.4.10 no default (or event which with notice or lapse of time or both will constitute a default) by the relevant member of Group has occurred (and has not been satisfactorily remedied) or is continuing under the Ownership Certificate and/or other documents applicable to the property and it is not in breach of any PRC Laws in respect of the use occupation and enjoyment of the property.
- 14.5 Save as disclosed in the Offer Documents, the reports on tenancy or the legal opinions referred to in Schedule 3, and to the knowledge, information, belief and/or awareness of the Warrantors, the ownership of and the right to use the land and buildings as described in the Offer Documents by the relevant Group Company is not subject to any unusual or onerous terms or conditions.
- 14.6 Each Group Company has good, legal and marketable title to all stock used in its business free from any Encumbrances save for those arising in the ordinary course of business.
- 14.7 Save as disclosed in the Accounts or in the Offer Documents, the legal opinions referred to in Schedule 3, and to the knowledge, information, belief and/or awareness of the Warrantors, the assets included in the Accounts or, as the case may be, acquired since the Accounts Date and all assets used or owned by or in the possession of each Group Company:
- 14.7.1 are legally and beneficially owned by that Group Company free from any Encumbrance, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale or lien, charge or other Encumbrance;
 - 14.7.2 are in the possession or under the control of that Group Company;
 - 14.7.3 where purchased on terms that title to such asset or property does not pass until full payment has been made, have been paid for in full by that Group Company;
 - 14.7.4 are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and

- 14.7.5 comprise all the assets, properties and rights which that Group Company owns or which it uses or requires for the purpose of carrying on its business.
- 14.8 Each Group Company has done everything (whether by way of giving notice, registration, filing or otherwise), required or permitted to be done by it for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any material property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- 14.9 All records or other documents recording or evidencing any material contract, licence, consent or other right of each Group Company or required for the exercise of any such right are in the possession or under the control of that Group Company.
- 14.10 Each Group Company has not created, or granted, or agreed to create or grant, any security interest or other Encumbrance in respect of any of the assets (which is material to the Group) included in the Accounts, or acquired or agreed to be acquired since the Accounts Date, otherwise than in the ordinary course of business.
- 14.11 None of the property, assets or undertakings of any Group Company (which is material to the Group) is subject to, and the relevant Group Company has not agreed to grant in respect of the same, any Encumbrance.
- 14.12 Save as disclosed in the Accounts and the Prospectus, the stock in trade of each member of the Group Company is in good marketable condition and is capable of being sold by it in the normal course of business in accordance with its current price list, without debate or allowance to a purchaser.
- 14.13 Major plant, machinery, vehicles and other equipment used in connection with the business of the Group:
- 14.13.1 are subject to normal wear and tear in a good and safe state of repair and satisfactory working order and have been properly serviced and maintained; and
- 14.13.2 are not to any extent dangerous, inefficient, out-of-date, unsuitable, in need of renewal or replacement, or surplus to requirements.
- 14.14 Maintenance contracts are in full force and effect in respect of all major assets of the Group in connection with its business which is normal or prudent to have maintained by independent or specialist contractors, and in respect of all major assets which the Group is obliged to maintain or repair under any leasing or similar agreement; and all those assets have been regularly maintained to a reasonably good technical standard, and in accordance with safety regulations usually observed in relation to assets of that description, and in accordance with the terms and conditions of any applicable leasing or similar agreement.

15. INSURANCE

- 15.1 The description of the Company's insurance coverage contained in the Prospectus is true, accurate and not misleading in all material respects. Members of the Group which are insured in amounts reasonably regarded as adequate and prudent against risks normally insured against by companies carrying on similar businesses or owning assets of a similar nature and each Group Company has at all times been and is adequately covered against risks normally covered by insurance by such companies and the Group is entitled to the full benefits of such insurance. Nothing (which is material to the Group as a whole) has been done or has been omitted to be done whereby any such policies have or may become void or are likely to be avoided.
- 15.2 No claim (which is material to the Group as a whole) under any insurance policies taken out by any Group Company is outstanding and to the reasonable knowledge of the Warrantors, there are no circumstances likely to give rise to such a claim. None of the outstanding medical claims made under the Group's medical insurance policies is material in the context of the Group as a whole and, so far as the Warrantors are aware, no circumstances exist which are likely to give rise to such a claim.
- 15.3 All premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of the said policies have been fully observed and performed.
- 15.4 None of the Warrantors has any reason to believe that any Group Company will not be able to renew its existing insurance coverage from similar insurers as may be necessary to continue its business at a cost that would not materially adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Group, taken as a whole.
- 15.5 None of the insurance policies in respect of the major assets of each Group Company is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of the normal rate.

16. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

- 16.1 No filing with, or Approval of, any Government Agency, is necessary or required for the performance by the Company of any of its obligations hereunder in connection with the Share Offer, issuance or sale of the Shares hereunder or under the Public Offer Underwriting Agreement and the Public Offer Documents or the consummation of the transactions contemplated by this Agreement and the Public Offer Underwriting Agreement and in the Offer Documents, except such as have already been obtained and are in full force and effect.
- 16.2 Each Group Company has carried on and is carrying on its business and operations in accordance with applicable Laws in all material respects and all statutory, municipal and other Approvals, properly issued by the appropriate and authorised Governmental Authority, necessary or desirable for the establishment and carrying on of the businesses and operations of, and owning of assets by, each of the Group Company as now carried on, as previously carried on and as proposed to be carried on have been obtained and are (or were at the relevant time) valid and subsisting and all conditions applicable to any such Approval have been and will be complied with in all material respects and, to the reasonable knowledge of the Warrantors, there are no facts or circumstances exist which

may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of or in any existing Approvals or any requirements for additional Approvals which could prevent, restrict or hinder the operations of any Group Company or involve any Group Company in additional expenditure which is material to the Group.

- 16.3 To the best knowledge of the Warrantors, there are no circumstances which will or may result in the Approvals which will be required in Hong Kong and the PRC by the Group to carry on the businesses and/or activities contemplated and as described in the sections headed “Business” and “Future plans and use of proceeds” in the Prospectus not being granted.
- 16.4 To the best of knowledge, information and belief of the Warrantors, each Group Company is in compliance with all applicable Laws of any applicable jurisdictions in all material respects.
- 16.5 To the best knowledge of the Warrantors, none of the members of the Group and the businesses now run by any of them, nor any of their respective officers, directors, supervisors, managers, agents, or employees have, directly or indirectly, (A) made or authorised any contribution, payment or gift of funds or property to any official, employee or agent of any Governmental Authority or instrumentality in Hong Kong, the PRC, the BVI, the Cayman Islands or any other jurisdiction or (B) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under applicable Law, of any locality.
- 16.6 To the best of knowledge, information and belief of the Warrantors, none of the members of the Group is a party to any agreement, arrangement or concerted practice or is carrying on a practice which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where any of the members of the Group has assets or carries on business or in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

17. EMPLOYMENT AND PENSIONS

- 17.1 There are no material amounts owing or promised to any present or former directors, employees or consultants of any Group Company other than remuneration accrued due or for reimbursement of business expenses.
- 17.2 No current directors or current senior management of any Group Company have given or been given notice terminating their contracts of employment.
- 17.3 There are no proposals to terminate the employment or consultancy of any directors, employees or consultants of any Group Company or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit), the result of which will have material adverse effect on the Group.
- 17.4 No Group Company has outstanding any undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost

arising in connection with the employment or engagement of directors, employees or consultants by it.

- 17.5 No material liability has been incurred by any Group Company for:
- 17.5.1 breach of any contract of service, contract for services or consultancy agreement;
 - 17.5.2 redundancy payments;
 - 17.5.3 compensation for wrongful, constructive, unreasonable or unfair dismissal;
 - 17.5.4 failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant; or
 - 17.5.5 the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any Group Company.
- 17.6 No dispute of material importance with the directors, employees (or any trade union or other body representing all or any of such employees), consultants or agents of any Group Company exists or is imminent or threatened. None of the members of the Group is aware of any existing or imminent labour disturbance by the directors, employees or consultants of any of its principal suppliers, customers or contractors which might be expected to result in a material adverse change in the condition, financial or otherwise, or in the results of operations, business affairs or business prospects or net worth of the Group.
- 17.7 All contracts of service in relation to the employment of the Group's employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant Group Company and the subsisting contracts of service to which any Group Company is a party are legal, valid and enforceable (except for provisions in restraint of trade which may be subject to unfavourable judicial interpretation) and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and to the best knowledge of the Warrantors, there are no material claims pending or threatened or capable of arising against the relevant Group Company, by any employee or third party, in respect of any accident or injury not fully covered by insurance.
- 17.8 The Group has in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants) complied in all material respects with all applicable statutes, regulations and articles of association (or equivalent constitutive documents) and the terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.
- 17.9 No contributions are being, or have been made by a Group Company to any pension, retirement, provident fund or death or disability benefit scheme or arrangement other than the social insurance funds, the contribution retirement benefits scheme and the social security funds (the "**Funds**") referred to in the Prospectus and no Group Company participates in, or has participated in, or is liable to contribute to, any pension, retirement,

provident fund or death or disability benefit scheme or arrangement in respect of past or present employees or directors of the Group other than the Funds.

- 17.10 Each of the pension schemes complies with and has been operated in all material respects in accordance with all applicable Laws of the relevant scheme. To the best knowledge of the Warrantors, there is no ground upon which any applicable registrations or exemptions in respect of any of the Funds could be withdrawn or cancelled.
- 17.11 Save for contributions due to be paid at the next payment date, no contributions (or contribution surcharge) in respect of any employee or director of the Group or any other payment due to, or in respect of, the Funds is unpaid.
- 17.12 All defined benefit retirement schemes are adequately funded and no additional contributions by any Group Company are currently due to be made to make up for any shortfall.
- 17.13 There is no material dispute relating to the Funds, whether involving any Group Company, the trustees or administrators of the Funds, any employee or director of a Group Company, or any other person and to the best knowledge of the Warrantors, no circumstances exist which may give rise to any such claims.

18. INTELLECTUAL PROPERTY

- 18.1 For the purpose of this paragraph 18, “**Intellectual Property**” means all patents, patent rights, inventions, trade marks, service marks, logos, get-up, registered or unregistered design rights, trade or business names, domain names, trade secrets, confidential information, Know-how, copyrights, semi-conductor topography rights, database rights and any proprietary or confidential information systems processes or procedures and of their intellectual property (whether, in each case, registered, unregistered or unregistrable, and including pending applications for registration and rights to apply for registration) and all rights of a similar nature or having similar effect which may subsist in any part of the world.
- 18.2 For the purpose of this paragraph 18, “**Know-how**” means confidential and proprietary industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers.
- 18.3 All Intellectual Property and all pending applications therefor which have been, or are being used in or in relation to or which are necessary for the business of each Group Company are (or, where appropriate in the case of pending applications, will be):
 - 18.3.1 legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are or will be in full force and effect and have not been revoked or terminated and, to the best knowledge of the Warrantors, there are no grounds on which they might be revoked or terminated;

- 18.3.2 valid and enforceable;
 - 18.3.3 not subject to any Encumbrance or any licence or authority in favour of another;
 - 18.3.4 in the case of rights in such Intellectual Property as are registered or the subject of applications for registration, listed and briefly described in Appendix IV to the Prospectus, all renewal fees which are due and steps which are required for their maintenance and protection have been paid and taken and no claims have been made or threatened and no applications are pending, which if pursued or granted might be material to the truth and accuracy of any of the above statements in this paragraph 18.4; and
 - 18.3.5 no Group Company has done or omitted to do anything which will impair that registration referred to in paragraph 18.3.4 above or render it open to challenge.
- 18.4 No Group Company has received any notice or is otherwise aware of (having made due and careful enquiries):
- 18.4.1 any infringement of or conflict with claimed or asserted rights of others with respect to any rights mentioned in paragraph 18.3 above; or
 - 18.4.2 any unauthorised use of any Know-how of any third party and no Group Company has made disclosure of Know-how to any person except properly and in the ordinary course of business and on the basis that such disclosure is to be treated as being of a confidential character; or
 - 18.4.3 any opposition by any person to any pending applications; or
 - 18.4.4 any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any Group Company; or
 - 18.4.5 any facts or circumstances which would render any rights mentioned in paragraph 18.3 above invalid or inadequate to protect the interests of the relevant Group Company or unenforceable.
- 18.5 The rights and interest held by the Group (whether as owner, licensee or otherwise) in the Intellectual Property set out in Appendix IV to the Prospectus comprises all the rights and interests necessary or convenient for the carrying on of the business of each Group Company in and to the extent which it is presently conducted.
- 18.6 The processes employed and the products and services dealt in by a Group Company both now and at any time within the last six years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any material respect (other than those belonging to or licensed to a Group Company) and no claims of infringement of any such rights or interests have been made or threatened by any third party.
- 18.7 All licences and agreements in respect of the Intellectual Property set out in Appendix IV to the Prospectus to which any Group Company is a party (including all amendments, novations, supplements or replacements to those licences and agreements) are in full

force and effect, and no notice having been given on any party to terminate them; the obligations of the parties thereto thereunder have been complied with in all material respects; and no material disputes have arisen, and, to the best knowledge of the Warrantors, no material disputes are foreseeable, in respect thereof; and where such licences are of such a nature that they could be registered with the appropriate authorities and where such registration would have the effect of strengthening the Group's rights, they have been so registered.

- 18.8 There are no Intellectual Property used or registered by any members of the Group in connection with the Group's business which are material in the context of such business. All information in the Prospectus regarding Intellectual Property owned or used by the Group is true and accurate in the material respect, and no material information regarding the same has been omitted therefrom.
- 18.9 To the best knowledge of the Warrantors, the operation of the website(s) operated by the Group does not infringe on the rights of any third party. In particular, the Company believes that the functional aspect of such website(s), and computer programmes in support, in so far as they are not already validly licensed from a third party, do not infringe on the right of any third party.
- 18.10 The Group is either the lawful owner of all the information and content which is available through the website(s) operated by the Group or possesses a valid subsisting and defensible legal right or licence to use and make such information and content available through those website(s).
- 18.11 No Group Company has received any notice or is otherwise aware of any unauthorised use by it of any confidential information of any third party.
- 18.12 The Group has the right to use the logo appearing on the front page of the Offer Documents, if any.

19. INFORMATION TECHNOLOGY

- 19.1 For the purpose of this paragraph, "**Information Technology**" means all computer systems, communications systems, software and hardware owned, used or licensed by or to any Group Company.
- 19.2 All Information Technology which has been or which is necessary for the business of any Group Company is either legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are in full force and effect and have not been revoked or terminated.
- 19.3 All the records and systems (including but not limited to Information Technology) material to the business of the Group taken as a whole and all data and information of each Group Company are maintained and operated by a Group Company and are not wholly or partially dependent on any facilities not under the ownership or control of a Group Company.

- 19.4 There are no bugs or viruses, logic bombs or other contaminants in or failures or breakdowns of any computer hardware or software or any other Information Technology equipment used in connection with the business of any Group Company which have caused any substantial disruption or interruption in or to the business of any Group Company.
- 19.5 In the event that the persons providing maintenance or support services for the Group's Information Technology cease or are unable to do so, the members of the Group have all the necessary rights and information to continue to maintain and support or have a third party maintain or support the Information Technology which is material for the operations of the Group as a whole.
- 19.6 Each Group Company has in place procedures to prevent unauthorised access and the introduction of viruses.
- 19.7 Each Group Company has in place adequate back-up policies and disaster recovery arrangements which the Directors reasonably believe will enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group taken as a whole.
- 19.8 There are no defects relating to the Information Technology owned or used by the business of any Group Company which caused or may reasonably expected to cause material adverse effect to the business of the Group as a whole and the Directors reasonably believe that the Information Technology owned or used by any Group Company has the capacity and performance necessary to fulfil the present requirements of the business of any Group Company.

20. ENVIRONMENTAL MATTERS

- 20.1 For the purposes of this paragraph:
- 20.1.1 “**Environment**” means all or any part of the air (including, without limitation, air within buildings or natural or man-made structures whether above or below ground), water (including, without limitation, territorial, ocean, coastal and inland waters, surface water, groundwater and drains and sewers) and land (including, without limitation, sea bed or river bed under any water as described above, surface land and sub-surface land, and any natural or man-made structures), and also includes human, animal and plant life; and
- 20.1.2 “**Environmental Law**” means any treaty, national, state, federal or local law, common law rule or other rule, regulation, ordinance, by-law, code, decree, demand or demand letter, injunction, judgement, notice or notice demand, code of practice, order or plan issued, promulgated or approved thereunder or in connection therewith pertaining to the protection of the Environment or to health and safety matters (and shall include, without limitation, laws relating to workers and public health and safety).
- 20.2 Each Group Company has complied and is complying with all applicable Environmental Laws in all material respects that are applicable to its business or to which it is subject.

- 20.3 There is no material civil, criminal or administrative action, claim, investigation or other proceeding or suit pending or threatened against any Group Company arising from or relating to Environmental Law which is material in the context of the Group as a whole and to the best knowledge, information and belief of the Warrantors, there are no circumstances existing which may lead to any such action, claim, investigation, proceeding or suit.
- 20.4 Each Group Company conducts its operations so as not to lead to a material breach of Environmental Law to which it is subject.
- 20.5 None of the members of the Group occupies, leases, owns, uses for its own use or has previously used, owned, leased or occupied for its own use, any property such that it is or may be wholly or partly responsible for the costs (which is material to the Group) of any clean-up or other corrective action to any site or any part of the Environment.
- 20.6 To the best knowledge and belief of the Warrantors, there are no circumstances which require or may require any Group Company to incur significant expenditure which is material in the context of the Group as a whole in respect of the Environment or under Environmental Law.
- 20.7 Each Group Company has all Approvals required under any applicable Environmental Laws and are each in compliance with their requirements and to the best knowledge and belief of the Warrantors, no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or government agency, against or affecting the Company or any of the Subsidiaries relating to hazardous materials or Environmental Laws have occurred.

21. TAXATION

- 21.1 All returns, reports or filings which ought to have been made by or in respect of each of the existing Group Company for taxation purposes have been made or filed (as the case may be) and all such returns when made were up to date, correct in all material respects and prepared with due care and skill and on a proper basis and are not the subject of any dispute with the relevant revenue or other appropriate authorities except as disclosed in the Offer Documents and to the best knowledge, information and belief of the Warrantors, there are no present circumstances likely to give rise to any such dispute and the provisions included in the audited combined results of the Group as at the Accounts Date referred to in paragraph 4.1 above were sufficient to cover all taxation (if any) in respect of all accounting periods ended on or before the Accounts Date for which the Group was then liable. Each Group Company is not delinquent in payment of any taxes due thereunder and there is no tax deficiency that has been asserted against any Group Company.
- 21.2 Each Group Company has paid all taxes required to be paid by each of them in accordance with the applicable Laws to which it is subject, and has taken all necessary steps to obtain any repayment of or relief from taxation available to each of them, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings or where the failure to file or make payment would not, singly or in the aggregate, result in a Material Adverse Effect.

- 21.3 All information and statements concerning taxation and its application to members of the Group in the Offer Documents are or will be, true and accurate in all material respects and not misleading in any material respect.
- 21.4 Save as disclosed in the Offer Documents, each Group Company has:-
- 21.4.1 paid or accounted for in the Accounts in all material respects, as the case may be all taxation (if any) due to be paid or accounted for by it before the Accounts Date and none of the Group Companies is or is likely to be subject to any tax penalties so far as the Warrantors are aware; and
- 21.4.2 taken all necessary steps to obtain any repayment of or relief from taxation available to it.
- 21.5 The provisions (if any) included in the Accounts, as the case may be, are sufficient to cover all taxation in respect of all periods ended on or before the Accounts Date for which each Group Company was then or might at any time thereafter become or have become liable.
- 21.6 Save as disclosed in the Offer Documents, adequate charges, accruals and reserves have been provided for in the Accounts in respect of all taxes for all periods as to which the tax liability of each of the Group Companies has not been finally determined or remains open to examination by applicable taxing authority. None of the Group Companies has received notice of any tax deficiency that has been asserted or assessed against the Company or any of its subsidiaries which, if so assessed, would or would be likely to have a Material Adverse Effect.

22. IMMUNITY

None of the Warrantors nor any of their respective subsidiaries nor any of their assets or revenues or properties are entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment prior to or in aid of execution of judgement, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgement. The irrevocable and unconditional waiver and agreement of the Warrantors in paragraph 9.12 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement is valid and binding under all applicable Laws.

23. OTHER MATTERS

- 23.1 The Warrantors have not entered and will not enter into any contractual arrangement with respect to the distribution of the Offer Shares except for this Agreement and the Public Offer Underwriting Agreement.
- 23.2 Each of the Controlling Shareholders that is a natural person is not a citizen or resident of the United States and has no present intention to become a citizen or resident of the United States.

- 23.3 To the best knowledge of each Warrantor, any existing or announced laws, policies, regulatory, administrative or other government initiatives or measures regarding the global plastic household products industry which would have a Material Adverse Effect would be covered in all the legal opinions provided in the Prospectus or any legal opinions obtained from time to time in the course of the application for listing..
- 23.4 Any certificate signed by any officer of the Company or any of its subsidiaries and delivered to the Joint Bookrunners or to counsel for the Joint Bookrunners and the Placing Underwriters pursuant to this Agreement or the Placing Underwriting Agreement shall be deemed a representation and warranty by such Warrantor and/or the Company to each Placing Underwriter as to the matters covered thereby.

SCHEDULE 5

Form of Placing Letter

[*] 2018

STRICTLY CONFIDENTIAL

[name]

[Address]

[date]

Dear Sirs,

RE: SUN CHEONG CREATIVE DEVELOPMENT HOLDINGS LIMITED (THE “COMPANY”) (STOCK CODE:1781)

PLACING (THE “PLACING”) OF 121,500,000 SHARES OF NOMINAL VALUE OF HK\$0.01 EACH (SUBJECT TO REALLOCATION) (THE “PLACING SHARES”) IN THE ISSUED SHARE CAPITAL OF THE COMPANY AT THE PLACING PRICE OF HK\$1.1 FOR EACH PLACING SHARE

THIS PLACING LETTER REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ THIS PLACING LETTER AND THEN COMPLETE THE ATTACHED FORM OF ACKNOWLEDGEMENT AND RETURN IT TO US BEFORE [] of [] 2018 [Time] (HONG KONG TIME)

We, [name] (“[*]”) refer to our previous discussions in relation to the Placing. Giraffe Capital Limited (the “**Sole Sponsor**”) is the sole sponsor to the listing of the shares of the Company on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”); and Giraffe Capital Limited, South China Securities Limited and Future Land Resources Securities Limited are the joint bookrunners and joint lead managers (the “**Joint Bookrunners**”). During the discussions, a confirmed purchase was concluded between you, as principal, and us, acting as agent on behalf of the Company. Pursuant to this confirmed purchase, you irrevocably agreed to all of the following, on and subject to the terms and conditions set out in the prospectus dated 21 September 2018 (the “**Prospectus**”). Unless the context requires otherwise, the capitalized terms used herein shall have the same meanings as defined in the Prospectus.

1. Final allocation

You have irrevocably agreed to subscribe for in cash the Relevant Shares (as defined below) and to make a payment for subscribing for or purchasing the Relevant Shares (as defined below) representing the aggregate of the Placing Price for the Relevant Shares (as defined below) you have agreed to subscribe for, together with the Stock Exchange trading fee of 0.005 per cent. and transaction levy of 0.0027 per cent. imposed by the SFC and one per cent. of the related brokerage thereon (the “**Subscription Money**”).

The final allocation to you is [*] Shares (the “**Relevant Shares**”).

Number of Relevant Shares:

[*] Shares

Placing Price per Share:	HK\$[*]
Total Consideration (i.e. no. of Relevant Shares multiplied by the Placing Price):	HK\$[*]
Brokerage fee of 1%:	HK\$[*]
SFC transaction levy of 0.0027%	HK\$[*]
Stock Exchange trading fee on 0.005%	HK\$[*]
Total amount of the Subscription Money	HK\$[*]

2. **Settlement**

- (a) Subject to and in accordance with all the terms herein, you shall make available to us as soon as possible and, in any event, for value by [9:00] a.m. (Hong Kong time) on [**date**] [**month**] **2018** the full amount of the Subscription Money.

If you designate us, [*], as your custodian, your Subscription Money must be made in Hong Kong dollars in immediately available cleared funds to the following bank account of [*] no later than [10:00] a.m. (Hong Kong time) on [date] [month] 2018 stating the reference, unless under a delivery versus payment basis as explained below:

Name of bank : []
Account Name : []
Account number : []
SWIFT Code : []
Quoting reference : []

For this purpose, you must effect settlement with us through the Central Clearing and Settlement System (“**CCASS**”) established by the Hong Kong Securities Clearing Company Limited (“**HKSCC**”) on a delivery versus payment basis. The details of our CCASS participant’s stock account are as follows:-

CCASS Participant name : []
CCASS Participant Number : []
Contact Person : [] (Tel: (852) [])
Facsimile number : []

Please inform your designated custodian to instruct CCASS to transfer the Subscription Money from its CCASS account in favour of our CCASS account as indicated above.

Please notify or instruct your designated custodian to notify [] by email at [] after the Subscription/Purchasing Money has been transferred to the CCASS account as indicated above.

If there is any delay in payment of any of the Subscription Money, we may at our option:-

- (i) charge you a default interest at the interest rate per annum of 12 per cent. above the prime rate quoted by The Standard Chartered Bank (Hong Kong) Limited at 12:00 noon on the date falling immediately after the due date specified in paragraph 2(a) above;

- (ii) terminate the contract recorded in this placing letter and in such event all obligations and liabilities on the part of the Company or ourselves arising in connection herewith shall cease and terminate but without prejudice to any claim which the Company or we may have against you arising out of your failure to comply with your obligations hereunder whereupon we shall be entitled to sell the Relevant Shares as the placing agent of the Company to any third party.
- (c) All the Placing Shares shall be deposited in CCASS. Therefore, no share certificates shall be issued to you. You irrevocably authorise to use and we have your irrevocable authority to effect registration of the Relevant Shares allotted to you in the name of HKSCC Nominees Limited for credit into your designated CCASS participant's stock amount as indicated by you on the enclosed Form of Acknowledgement. If you fail to return the form, the Relevant Shares allocated to you shall be credited to our CCASS account (as your nominee and the costs of any subsequent transfer to you shall be payable by you). If you fail to return the form, the Relevant Shares allocated to you will be credited to our CCASS account (as your nominee and the costs of any subsequent transfer to you will be payable by you), and the contract recorded in this placing letter will be terminated where all obligations and liabilities on the part of the Company or ourselves arising in connection herewith shall cease and determine but without prejudice to any claim which the Company or ourselves may have against you arising out of your failure to comply with your obligations hereunder.

3. Conditions

The Placing is subject to the various conditions set forth in the Prospectus, including those set out under the heading "Structure and conditions of the Share Offer". One of such conditions is that the obligations of the Underwriters under an underwriting agreement in respect the Placing (the "**Placing Underwriting Agreement**") have been signed and have become unconditional and have not been terminated in accordance with the terms of the Placing Underwriting Agreement or otherwise, which would include termination upon certain events, including but not limited to force majeure, occurring at any time prior to 8:00 a.m. on 4 October 2018, being the Listing Date (or such other date as the Joint Bookrunners (for themselves and on behalf of all the Placing Underwriters) may agree with the Company.

You have acknowledged and irrevocably agreed that your obligation to subscribe for the Relevant Shares is unconditional except in the event that the Placing is terminated by the Joint Bookrunners (for themselves and on behalf of all the Underwriters) on such grounds as described in the Prospectus, your obligation to subscribe for the Relevant Shares shall cease and the amount paid by you hereunder shall be repaid to you without interest.

4. Warranties

By irrevocably agreeing to subscribe for the Relevant Shares, you have represented and acknowledged your agreement that:-

- (a) you have received a copy of the Prospectus and by accepting the Prospectus, you have agreed not to deliver or otherwise distribute it to any third party;

- (b) neither the Sole Sponsor, [*], the Joint Bookrunners, the Underwriters nor any of their respective affiliates, nor any of their respective legal advisers, officers, agents or employees shall be liable for any information or omission in the Prospectus;
- (c) no reliance is placed by you on any representation not contained in the Prospectus;
- (d) you shall observe all the selling restrictions set forth in the Prospectus and paragraph 6 of this placing letter;
- (e) your agreement to subscribe for the Relevant Shares constituted your authorisation to us to complete, on your behalf, any application for such Relevant Shares and all other necessary application forms or documents required in connection with the subscription for such Relevant Shares and for the registration of such Relevant Shares;
- (f) you shall on demand indemnify and keep indemnified the Company, [*], the Sole Sponsor, the Joint Bookrunners, the Underwriters and their respective affiliates, and their respective officers, agents and employees, for losses or liabilities incurred by any of them arising out of or in connection with any breach of either the selling restrictions, or the oral contract to subscribe for the Relevant Shares constituted by our telephone conversation or any other breach of your obligations hereunder;
- (g) you had at all material times and still have full power and authority to enter into the contract recorded in this placing letter to subscribe for the Relevant Shares for your own account or for the account of one or more persons for whom you exercise investment discretion and your oral agreement to do so as record herein constitutes your valid and legally binding obligation and is enforceable in accordance with its terms;
- (h) you shall comply with the laws, regulations and restrictions which may be applicable in your jurisdiction and you have obtained or shall obtain any consent, approval or authorisation required for you to subscribe for and accept delivery of the Relevant Shares and to ensure that no obligations are imposed on the Company or us or the Sole Sponsor or any of the Underwriters in any jurisdiction as a result of such action;
- (i) you and your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares, are independent of and not connected with the Company and any of (i) the directors, chief executives, substantial shareholders (being anyone who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meeting) or significant shareholders (being anyone who, immediately prior to the date of the Prospectus and immediately prior to the date on which securities of the Company commence trading on the Stock Exchange, is (or group of persons who together are) entitled to exercise or control the exercise of 5% or more of the voting power at general meetings) of each of the Company or any of their respective subsidiaries or their respective associates (as defined in the Listing Rules); (ii) person who was a director of the Company or any of its subsidiaries in the past 12 months; (iii) any associate (as defined in the Listing Rules) of the above persons; or (iv) a connected subsidiary of the Company (as defined in the Listing Rules); or (v) any person deemed to be connected by the Stock Exchange ((i) to (v) collectively, “Connected Persons”) within the meaning of the Listing Rules and that you are not acting in concert with any of the Connected Persons in relation to the control of the Company within the meaning of the Takeovers Code;

- (j) you acknowledge the confidential nature of the matters to which the Placing relates and, accordingly, you shall not disclose the existence or the contents of this placing letter or any related matter to any third party without our prior written consent;
- (k) you shall comply strictly with the terms of this placing letter and the enclosed Form of Acknowledgement;
- (l) you or persons to whom you allot the Relevant Shares are not a chief executive, director, or substantial shareholder of the Company or its subsidiaries or any of their respective associates;
- (m) you agree that none of the Sole Sponsor, the Joint Bookrunners or we ([*]) have made any warranty, representation or recommendation as to the merits of the Relevant Shares, purchase or offer thereof, or as to the condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith. Nothing herein shall be construed as a recommendation to you to subscribe for the Relevant Shares. You confirm that you have not relied on any statement, opinion or representation made by the Sole Sponsor, the Joint Bookrunners or us to induce you to purchase or subscribe for the Relevant Shares and that you have and shall continue to make your own appraisal of the Placing and the other matters referred to in this placing letter. You confirm that you have relied upon your own investigations and resources in deciding to invest in the Relevant Shares;
- (n) your agreement to purchase or subscribe for the Relevant Shares shall constitute your irrevocable instruction that the registration of all such Relevant Shares in respect of which this application is accepted shall be recorded in the Company's branch register of members in Hong Kong prior to the issue of Share certificate(s) to successful applicant(s);
- (o) you shall comply with all guidelines issued by the SFC and the Stock Exchange in relation to the Placing. You shall supply us, immediately upon notification, with such information as may be requested by the Stock Exchange and/or the SFC, and you shall provide to the Stock Exchange written confirmation of your independence in the event that the Stock Exchange makes such request;
- (p) you shall accept the Relevant Shares on and subject to the terms and conditions of the Memorandum of Associations and/or the Articles of Association of the Company;
- (q) you have undertaken to indemnify us of, and keep us indemnified against all claims, demands, actions, proceedings, costs, expenses or losses whatsoever which may be incurred, suffered by, made against or become payable by us as a result of or otherwise in connection with our holding of the Relevant Shares (which you have agreed to purchase or subscribe for) on your behalf before settlement as referred to in paragraph 2 above;
- (r) you irrevocably authorise us to produce this placing letter to any interested party (including but not limited to the Company, the Sole Sponsor, the Joint Bookrunners, any relevant regulatory body, HKSCC and the Registrar of Companies) in any

administrative or legal proceeding or official enquiry with respect to the matters covered herein;

- (s) you hereby irrevocably undertake that you or your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares, are/is independent from the Company and are not persons who are/is “connected persons” or “associates” of the Company, as defined under the Listing Rules. You also undertake to supply us with all the necessary information regarding the identity of the placees, including but not limited to the beneficial owners of the placees and the identity of the person whom you are acting on behalf as principal, and other particulars and information of the placees promptly as and when required by the regulatory authorities in Hong Kong (including the Stock Exchange on the SFC);
- (t) you and your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares did not have any shareholding interests in the Company prior to the date of the Placing Underwriting Agreement, and unless specified by you in the enclosed Form of Acknowledgement, you and your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares did not have any financial interests in and did not have any business or other relationship with the Company or any of its Controlling Shareholders or Directors prior to the date of the Placing Underwriting Agreement;
- (u) none of you (or your ultimate beneficial owners, if applicable) and your close associates (as defined in the Listing Rules) shall become a substantial shareholder (as defined in the Listing Rules) of the Company as a result of the purchase or subscription for the Relevant Shares immediately following completion of the Placing;
- (v) you and your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares are not (i) a “connected client” (as defined in paragraph 13 of Appendix 6 to the Listing Rules) of the lead broker or of any distributors of the Placing; nor (ii) a nominee company unless the name of the ultimate beneficiary is disclosed to us and you authorise us to disclose the same to the Stock Exchange;
- (w) you and your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares are not directly or indirectly funded or backed by the Company or its subsidiaries, or any of the Connected Persons and are not accustomed to take any instruction from any of the Connected Person of the Company in relation to the acquisition, disposal, voting or other disposition of the Relevant Shares registered in such person’s name or otherwise held by such person; and
- (x) unless otherwise specified by you in the enclosed Form of Acknowledgement, neither you (or your ultimate beneficial owner(s), or in the case where you are acting on behalf of a principal, the ultimate purchaser(s) of the Relevant Shares, if applicable) nor any nominee (or the beneficial owner(s) of the nominee, if applicable) specified by you in the enclosed Form of Acknowledgement, is any type of person stated in paragraph 5 of Appendix 6 to the Listing Rules).

- (y) You irrevocably agree that, upon our request, you shall: (a) furnish any and all such information and documents, and execute all such other documents as may be required by us from time to time, and deliver those promptly in accordance with our directions, from time to time; and (b) comply with our requests to perform any other acts and things (as we may request at our discretion, from time to time) for the purpose of carrying out the intent and purpose of this letter, within the ambit of our conducting regulating activities. You undertake to supply us, as soon as practicable upon notification, such information promptly as and when requested by the Stock Exchange and/or the Securities and Futures Commission, and any other regulators of all jurisdictions (including but not limited to the identity, address, contact details and information of : (i) the ultimate purchaser or beneficiary and the identity of any person for whom you are acting for and on behalf of and (ii) the person or entity (legal or otherwise) ultimately responsible for originating the instruction in relation to a placing related transaction, or the person or entity (legal or otherwise) that stands to gain the commercial or economic benefit of the transaction or bear its commercial or economic risks ; and you authorize us to submit the same to any authorities or regulators.

5. Non-US person representations

By signing the enclosed Form of Acknowledgement, you hereby acknowledge, represent, warrant, confirm and irrevocably agree with us that:-

- (a) you are not in the United States and were not in the United States at the time of the telephone conversation referred to above nor are you a US Person (“**US Person**”) or acting for the account or benefit of a person within the United States or a US Person, and are purchasing the Relevant Shares outside the United States; and
- (b) you understand that the Relevant Shares have not been and shall not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or any state or other jurisdiction in the United States and, may not be offered, resold, pledged or transferred within the United States or to, or for the account or benefit of, US Persons.

6. Selling and payment

By signing the enclosed Form of Acknowledgement, you acknowledge the following restrictions and irrevocably agree as follows:-

***For all places:-** No action has been taken that would, or is intended to, permit a public offer of the Relevant Shares in any country or jurisdiction (other than Hong Kong) where any such action for that purpose is required. Accordingly, you have represented, warranted and undertaken that you have not, directly or indirectly, offered or sold and you shall not, directly or indirectly, offer or sell any Relevant Shares or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction. Without prejudice to the generality of this section, you have represented, warranted and undertaken that you shall obtain any consent, approval or permission which is required for the offer, purchase or sale by you of the Relevant Shares under the laws and regulations in force in any jurisdiction to which you are subject or in which you make such offers, purchases or sales and you shall comply with all such laws and regulations.*

You have warranted that you have obtained or shall obtain any consent, approval or authorisation required for you to purchase or subscribe for, or accept delivery of, the Relevant Shares and that you shall not directly or indirectly sell or deliver the Relevant Shares except under circumstances which shall be in compliance with any applicable laws and regulations.

Each distributor, dealer or person receiving a placing commission, selling concession, fee or other remuneration that purchases the Relevant Shares is hereby advised that: The Relevant Shares covered hereby have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, US Persons. Terms used above have the meaning given to them by Regulation S under the Securities Act.

For Hong Kong places:- You understand that the Relevant Shares may not be offered for sale in Hong Kong except in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and you have not and may not issue or cause to be issued any documents in relation to the Placing in Hong Kong (unless permitted to do so under the laws of Hong Kong).

7. Personal data

Any information supplied by you in the enclosed Form of Acknowledgement or otherwise in connection with the Placing may be “personal data” for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong (the “**Personal Data Ordinance**”). To apply for the Relevant Shares, you must provide the personal data requested and if the necessary information is not supplied it may result in delay in the processing of your application or your application may not be considered. It may also prevent or delay registration of any Placing Shares which you have successfully applied for in your name or as you may direct and/or dispatch the share certificates and/or refund cheques to which you are entitled. You agree and acknowledge that:-

- (a) the personal data (if any) which you provide to use in connection with the Placing may be used, held and/or stored (by whatever means):-
 - (i) in connection with the Placing;
 - (ii) for maintaining or updating the relevant register of holders of securities of the Company;
 - (iii) for making disclosures as required by law, regulations or rules (whether statutory or otherwise) or regulators; and
 - (iv) for other purposes incidental to or associated with the above and/or to enable [*], the Company and its registrars to discharge their obligations to holders of securities and/or to enable the Sole Sponsor, the Joint Bookrunners, Underwriters and the Company to discharge their obligations to regulators.
- (b) the personal data provided to us shall be kept confidential but the Company, its registrars, the Sole Sponsor, the Joint Bookrunners and we, may, to the extent necessary for achieving the purposes mentioned in 7(a) above or any of them, make such enquiries as it or we consider(s) necessary to confirm the accuracy of the personal data provided and

in particular it or we may disclose, obtain or transfer (whether within or outside Hong Kong) such personal data to or from any and all of the following persons and entities:-

- (i) the Underwriters, [*], the Company, or their respective agents such as overseas registrar or their respective professional advisers,
 - (ii) any agents, contractors or third party service providers who offer administrative, telecommunications computer, payment or other services to the Company and/or the Underwriters and/or the registrars of the Company in connection with the operation of their respective business;
 - (iii) any regulatory or governmental bodies (including the Stock Exchange and the SFC); and
 - (iv) any other persons or institutions with which holders of securities have or propose to have dealings, such as bankers, solicitors or stockholder;
- (c) the Personal Data Ordinance provides rights to ascertain whether [*], the Company and the registrars of the Company hold your personal data, to obtain a copy of that data, and to correct any data that is inaccurate; and
- (d) [*], the Company and the registrars of the Company have the right to charge a reasonable fee for the processing of any data access request.

8. Time

Time shall be of the essence for the contract concluded between us. All times referred to herein shall be references to Hong Kong time. You (on behalf of yourself and/or the ultimate purchaser(s)) agree that we are at liberty to vary or extend any time and/or date by which anything relating to the Placing is to be done.

9. Governing law

This placing letter constitutes confirmation of a pre-existing contract which remains in force regardless of whether or not you return the signed Form of Acknowledgement. The oral contract concluded between you and ourselves in respect of your agreement to purchase or subscribe for the Relevant Shares as recorded in this placing letter is governed by, and shall be construed in accordance with, the laws of Hong Kong. You hereby submit to the non-exclusive jurisdiction of the Courts of Hong Kong as regards any claim or matter arising hereunder.

Your attention is drawn to the following risk disclosure statement: The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. You should seek independent professional advice if you are uncertain of or have not understood the nature and risks involved in trading securities on the Stock Exchange.

Please acknowledge your receipt of this placing letter, which records the terms and conditions of the oral contract concluded between us relating to your subscription for the Relevant Shares, by signing and returning the enclosed Form of Acknowledgement and Registration Form as

soon as possible, and in any event, so as to reach us by not later than [time] on [date] [month] 2018. The documents should, whenever possible, be returned to us by personal delivery. In the alternative, they may be delivered to us for the attention of [*] by facsimile, at fax no. (852) [*], with the original to be delivered to us personally as soon as possible.

If you do not complete and return the enclosed Registration Form by the time specified above, we will arrange for delivery of your Relevant Shares into a CCASS securities account of a nominee nominated by the Joint Bookrunners pending your delivery instructions. Any and all costs involved in any subsequent transfer of your Relevant Shares shall be payable by you. In addition, any and all other costs and expenses incurred as a result of delivery of your Relevant Shares into such account shall be payable by you.

By signing and returning the Form of Acknowledgement enclosed herewith, you irrevocably agree to all the terms herein, and undertake that, in the event that you are subscribing for or purchasing the Relevant Shares for the account of any of your clients, you shall procure that such client shall be informed of the foregoing provisions and shall agree to be bound by the foregoing provisions as if such client were party to the agreement evidenced by this placing letter.

If you wish to reallocate any of your Placing Shares, please promptly provide full details of the persons to whom you wish the reallocations to be made, together with the number of Placing Shares you wish each nominated person to receive, in the enclosed Form of Acknowledgment.

No amendment to the terms and conditions of this placing letter shall be acceptable to us.

Yours faithfully,
For and on behalf of
[*]

Authorised Signatory

ATTENTION: PLEASE COMPLETE, EXECUTE AND SEND THIS FORM TO
[] AT FAX NUMBER:+852 []
PRIOR TO [*] HONG KONG TIME ON [DATE] [MONTH] 2018

Form of Acknowledgement

Date :[*] 2018
To :[*] (the "Placing Agent")
Attention : []
Fax :[]
From :«Account_Name» -«Acct_No»

Dear Sir/Madam,

**RE: SUN CHEONG CREATIVE DEVELOPMENT HOLDINGS LIMITED
(THE "COMPANY") (STOCK CODE: 1781)**

**PLACING (THE "PLACING") OF 121,500,000 SHARES OF NOMINAL VALUE
OF HK\$0.01 EACH (SUBJECT TO REALLOCATION) (THE "PLACING
SHARES") IN THE ISSUED SHARE CAPITAL OF THE COMPANY AT THE
PLACING PRICE OF HK\$1.1 FOR EACH PLACING SHARE**

Unless the context requires otherwise, the capitalised items used in this Form shall have the same meanings as those defined in the prospectus issued by the Company on 21 September 2018 and in the Placing Letter (as defined below).

PART 1 - TO BE COMPLETED BY ALL SUBSCRIBERS AND/OR PURCHASERS

We acknowledge receipt of your letter dated [date] [month] 2018 to us confirming the terms and conditions of the oral contract which was concluded between you, [*], and ourselves (the "Placing Letter"). We hereby acknowledge and confirm the representations, warranties and covenants applicable to us in the Placing Letter and we irrevocably agree with the terms of the Placing Letter. We confirm that:

- (a) we have irrevocably and unconditionally agreed to subscribe for and/or purchase the number of Relevant Shares specified in the Placing Letter on the terms and conditions of the contract recorded in the Placing Letter (in particular our representations and acknowledgement contained in paragraph 4 of the Placing Letter) on the understanding that, upon the conditions under paragraph 3 of the Placing Letter being fulfilled, our commitment to subscribe for or purchase the Relevant Shares will stand and cannot be cancelled by ourselves in any event;
- (b) certificates in respect of the relevant Placing Shares should be issued in the name of HKSCC Nominees Limited and credited to the designated CCASS participant's stock account number referred to in Part 2 attached;
- (c) we are not acting in concert with the other placees in relation to the control of the Company (within the meaning of the Takeovers Code);

(d) (Please fill in the number of shares, if appropriate)

- We currently hold _____ shares of HK\$0.01 each in the issued share capital of the Company (prior to the Share Offer);
- We do not have any interest in shares of HK\$0.01 each in the issued share capital of the Company (prior to the Share Offer);

(If no indication is made on the above, it shall be taken that we do not have any interest in shares of HK\$0.01 each in the issued share capital of the Company prior to the Share Offer)

(g) our subscription for and/or purchase of the Relevant Shares is made by: (Please tick and complete as appropriate)

- ourselves as the ultimate beneficiary;
- us acting on behalf of a principal who is the ultimate beneficiary; or
- the discretionary investment fund managed by us;

(h) in the case where we are the ultimate beneficiary, we confirm that we are:

or in the case where we are acting on behalf of a principal, we confirm that the ultimate beneficiary of the Relevant Shares is:

or in the case where we are a discretionary managed investment fund, we confirm that we have full discretion in exercising investment decisions in managing client investment portfolio and we are:

- (i) independent of and not connected with the Company and any of (i) the directors, chief executives, substantial shareholders (being anyone who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meeting) or significant shareholders (being anyone who, immediately prior to the date of the Prospectus and immediately prior to the date on which securities of the Company commence trading on the Stock Exchange, is (or group of persons who together are) entitled to exercise or control the exercise of 5% or more of the voting power at general meetings) of each of the Company or any of their respective subsidiaries or any of their respective associates (as defined in the Listing Rules) and not acting in concert with any of them (within the meaning of the Takeovers Code);
- (ii) not accustomed to take instructions from the above persons as specified in sub-clause (i) in relation to acquisition, disposal, voting or any other disposition of securities of the Group;
- (iii) not directly or indirectly funded or backed by the Company or its subsidiaries, or any of the connected persons (as defined in the Listing Rules) of the Company;

- (iv) the subscription for and/or purchase of the Relevant Shares are not financed directly or indirectly by the above persons as specified in sub-clause (i);
 - (v) not applying for any shares of the Company under the Public Offer;
 - (vi) to our best understanding, the transactions contemplated under the Placing Letter will not result or cause violation or potential violation of any laws, regulations or restrictions in any relevant jurisdiction by any parties of the Share Offer or any other relevant parties;
- (i) we confirm that we or the ultimate beneficiary will not become a substantial shareholder of the Company (being anyone who is entitled to exercise, or control the exercise of 10% or more of the voting power of the Company at any general meetings of the Company) as a result of subscription for and/or purchase of the Relevant Shares immediately following completion of the Placing;
 - (j) we undertake to supply, as soon as practicable upon notification, with such information promptly as and when requested by the Stock Exchange and / or the SFC (including but not limited to the identity and information of ultimate purchaser or beneficiary and the identity of the principal) and in any event within 24 hours of such request, and we warrant, represent and undertake that all information provided by us is correct, complete and accurate;
 - (k) all information provided by us to you in this Form of Acknowledgement is true, accurate and complete in all respects;
 - (l) we accept the Relevant Shares on and subject to the terms and conditions of the memorandum and articles of association of the Company;
 - (m) to our best understanding, the transactions contemplated under the Placing Letter will not violate any laws, regulations and/or restrictions to which the Share Offer relates; and
 - (n) we acknowledge our rights and obligations under the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and understand that information and personal data provided by us are required by you to perform services relating to the Placing and we undertake to observe any rules, legal or regulatory requirements including the disclosures of such data, among other things, to certain regulatory bodies. Also, we hereby authorise you to provide such data to any agent, representative and any of their respective associates which provides services in connection with the Placing.

We and the undersigned hereby warrant that the undersigned is authorised by the company/person named below to sign this Form of Acknowledgement.

Yours faithfully,
For and on behalf of
[*]

Authorised Signature
[*]

ATTENTION: PLEASE COMPLETE, EXECUTE AND SEND THIS FORM TO
[*] Attention: [] AT FAX NUMBER:+852 []
PRIOR TO [TIME] HONG KONG TIME ON [DATE] [MONTH] 2018

PART 2

REGISTRATION FORM (DELIVERY INSTRUCTIONS)

To be completed by all purchasers and/or subscribers (All sections must be completed in full).
(Please use block letters)

SUN CHEONG CREATIVE DEVELOPMENT HOLDINGS LIMITED
(Stock Code: 1781) (THE “COMPANY”)

PLACING (THE “PLACING”) OF 121,500,000 SHARES OF NOMINAL VALUE OF HK\$0.01 EACH (SUBJECT TO REALLOCATION) (THE “PLACING SHARES”) IN THE ISSUED SHARE CAPITAL OF THE COMPANY AT THE PLACING PRICE OF HK\$1.1 FOR EACH PLACING SHARE

• **Details of placee:**

• Full name:

• Address:

• Individual ID/Passport number (for individual):

• Place of incorporation (for corporation):

• Incorporation certificate and business registration numbers (for corporation):

• Discretionary managed portfolio/fund: Yes No

• If yes, name of Fund Manager:

• **Beneficial Owner’s details (if different from above or for corporate placee):**

• **Not applicable to Discretionary managed account/fund**

• Full name:

• Address:

• Individual ID/Passport number (for individual):

• Place of incorporation (for corporation):

• Incorporation certificate and business registration numbers (for corporation):

• **Details of CCASS account into which my/our Placing Shares should be deposited:**

- Number of Shares: _____ **Placing Shares**
- Payment amount: **HK\$** _____
- Name of CCASS participant :
- CCASS participant ID:
- Contact person & telephone:
- Facsimile No.:
- **If no details are provided, the Placing Shares will be deposited into CCASS for credit into [*] stock account maintained in CCASS.**

For and on behalf of
[*]

Authorised Signature

SCHEDULE 6

Form of Sub-Underwriting Letter

STRICTLY PRIVATE AND CONFIDENTIAL

[•] 2018

Dear Sirs,

Sun Cheong Creative Development Holdings Limited (新昌創展控股有限公司) (the "Company") in respect of the Placing of initially 121,500,000 shares (subject to reallocation) ("Placing Shares") of nominal value of HK\$0.01 each (the "Shares") (subject to reallocation) in the capital of the Company (the "Placing") at the price of HK\$1.1 per Share (the "Offer Price") payable in full on application

- (a) The Company proposes to initially offer the Placing Shares for subscription under the Placing at the offer price of HK\$1.1 per Share (the "**Offer Price**"), subject to fulfillment on or before 8:00 a.m. (Hong Kong time) on 4 October 2018 of the conditions (the "**Conditions**") stated in the section headed "Structure and Conditions of the Share Offer" in the proof of the prospectus referred to below. The Placing is part of an offering of the Shares that also includes a public offer of initially 135,000,000 Shares in Hong Kong (subject to reallocation) (the "**Public Offer**", together with the Placing, the "**Share Offer**").
- (b) The Prospectus was registered with the Registrar of Companies in Hong Kong on 21 September 2018.
- (c) Subject to the signing of the underwriting agreements in respect of the Placing and the Public Offer (the "**Underwriting Agreements**"), Giraffe Capital Limited, South China Securities Limited and Future Land Resources Securities Limited will act as the Joint Bookrunners of the Share Offer and the other Placing Underwriters and the Public Offer Underwriters named therein will underwrite the Offer Shares upon the terms and conditions set forth in the Underwriting Agreements.
- (d) We have pleasure in offering you a sub-underwriting participation of [*] Placing Shares at the Offer Price, plus the other amounts payable on application under the Placing, for a sub-underwriting commission of [*]% of the Offer Price, which is, subject to the following, payable when the Conditions have been fulfilled.
- (e) In the event that not all of the Placing Shares are subscribed for, the Joint Bookrunners may, under the terms of the Underwriting Agreements, at its discretion, reallocate all or any of the unsubscribed Placing Shares to the Public Offer. Such reallocation may result in the reduction of the Placing Shares. No sub-underwriting commission shall be payable in respect of those reallocated Placing Shares (the "**Reallocated Shares**"). For the avoidance of doubt: (i) the sub-underwriting commission shall be payable on the balance of the Placing Shares comprising your sub-underwriting participation, other than the Reallocated Shares; (ii) any shares in respect of which you have made sub-

underwriters' applications pursuant to the attached schedule shall not be subject to reallocation as described above and the sub-underwriting commission shall be payable in respect thereof; and (iii) the Reallocated Shares shall not form part of your sub-underwriting participation following the reallocation and you shall not be called upon to subscribe for such Reallocated Shares.

- (f) The Placing Underwriters' obligations shall be subject to the fulfillment of the Conditions and the Joint Bookrunners (acting for itself and on behalf of all the Underwriters) shall be entitled to terminate the obligations of the Underwriters under the Underwriting Agreements in certain circumstances occurring on or before 8:00 a.m. (Hong Kong time) on the day on which the Shares first commences dealing on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"). The detailed terms of the circumstances of such termination are set out in the Underwriting Agreements. It is a term of this sub-underwriting agreement that the question as to whether the right to terminate such obligations is exercised shall be determined at the absolute discretion of the Bookrunner. If such right is exercised, or if any condition of the Underwriting Agreements or this letter is not fulfilled, all sub-underwriting participation, including the right to receive any sub-underwriting commission, shall cease to be of any effect and no party shall have any rights or liabilities in respect thereof.
- (g) By your acceptance of the above participation you represent and agree that, since no action has been taken to permit an of the Placing Shares or the distribution of the Prospectus in any jurisdiction other than Hong Kong, you shall not offer or sell any of the Placing Shares which may be acquired by you in any other jurisdiction or in any circumstances in which such offer or sale is not authorised or to any person to whom it is unlawful to make such offer, sale or invitation except under circumstances that shall result in strict compliance with any applicable laws and/or regulations.
- (h) It is expected that the Prospectus will be issued and published on or around 21 September 2018 and that the Placing will close on or around 28 September 2018 or such other day as the Joint Bookrunners may advise the Underwriters (the "**Closing Date**"). If there is any change proposed to these dates, we will endeavour to notify you of such changes.
- (i) If, on the Closing Date, all the Placing Shares have been fully subscribed and purchased in accordance with the terms of the relevant Underwriting Agreements, your obligations hereunder shall cease and we shall, subject to your sub-underwriting participation becoming fully unconditional, pay to you the sub-underwriting commission to which you are entitled as mentioned above.
- (j) If, however, on the Closing Date, all or any the Placing Shares have not been fully subscribed and purchased in accordance with the terms of the relevant Underwriting Agreements, we may, at our joint and absolute discretion, call upon you to subscribe for such number of Placing Shares as we may specify in writing as being the proportion of the shortfall attributable to your sub-underwriting participation, up to the amount of your sub- underwriting participation. You agree that, forthwith upon being notified by us of the number of Placing Shares which you are to take up hereunder, you shall deliver to us signed applications in respect thereof and shall pay to us the amount due on application, including brokerage of 1%, a Hong Kong Stock Exchange trading fee of 0.005% and SFC transaction levy of 0.0027% each of the Offer Price for the Placing

Shares to be taken up by you as mentioned above. If we have not received payment from you prior to 10 a.m. (Hong Kong time) on the following business day after calling upon you to take up the Placing Shares, we reserve the right to charge interest on the amount overdue calculated on the basis of [**]% above the prime rate as quoted from time to time by The Hongkong & Shanghai Banking Corporation Limited.

- (k) If you default in delivering valid subscription in respect of all or any part of the Placing Shares which you are called upon to take up as aforesaid, we shall be entitled (but not obliged) pursuant to the relevant Underwriting Agreements, to sign and lodge subscription for the same on your behalf and in your name and you shall pay us the amount due on such application. This authority shall be deemed to have been irrevocably conferred on us upon your accepting this participation.
- (l) As with each other sub-underwriter, your sub-underwriting participation shall be reduced to the extent that valid applications for the Placing Shares are made or procured by you, such applications must be delivered, together with a cheque(s) or banker's cashier order(s) payable to “[*]” for the amount(s) payable on application, to the relevant Placing Underwriter, by no later than 10:00 a.m. (Hong Kong time) on the Closing Date. Commission shall be payable in respect of the number of Placing Shares sub-underwritten by you as mentioned above notwithstanding any such reduction.
- (m) Without prejudice to the foregoing provisions, if you default in delivering signed subscription or making payment in respect of all or any part of the Placing Shares which you are called upon to take up as aforesaid, we additionally reserve the right to regard the agreement constituted by your acceptance of the offer hereunder as repudiated by your breach of such condition, and accordingly we are discharged from all liabilities and obligations under or in respect of such agreement (without prejudice to our right to claim damages for any loss suffered by us). Following such repudiation and discharge, we may (without prejudice to our right to claim damages as aforesaid) sell or dispose of or procure the sale or disposal of such Placing Shares on such terms (including price) and in such manner and at such time as we in our absolute discretion think fit.
- (n) The offer to you of a sub-underwriting participation is conditional upon (i) the Underwriters entering into the relevant Underwriting Agreements; (ii) the Placing being made on the terms of, or substantially on the terms of, the preliminary Prospectus; and (iii) the Share Offer becoming fully unconditional on or before 8:00 a.m. (Hong Kong time) on 4 October 2018.
- (o) The offer to you of the above mentioned sub-underwriting participation is made on the further condition that no reallowance in respect of any part of such participation in the Placing may be granted by you to any person.
- (p) This letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (“**Hong Kong**”) and you hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of Hong Kong as regards any claim or matter arising from the Participation and hereunder
- (q) If you wish to accept this offer of a sub-underwriting participation on and subject to the terms and conditions set out above, please reply to this offer by telephone to [*] as soon as possible and in any event by not later than [*] p.m. (Hong Kong time) on [date]

[month] 2018 and return to our office at [*] by no later than [time] (Hong Kong time) on [*] the enclosed copy of this letter duly signed to signify your acceptance of the above mentioned terms and conditions

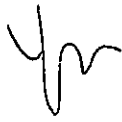
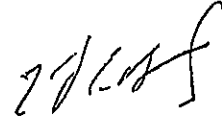
Yours faithfully,
For and on behalf of
[Name of Relevant Public Offer Underwriter]

Authorised signatory

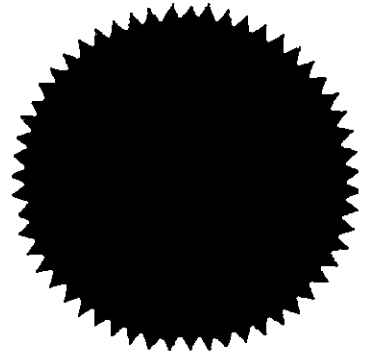
SIGNATURE PAGE

THE COMPANY

SEALED with the COMMON SEAL of)
SUN CHEONG CREATIVE DEVELOPMENT)
HOLDINGS LIMITED)
新昌創展控股有限公司)
and SIGNED by TONG YING CHIU)
in the presence of:-)

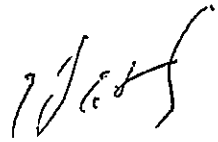


Yu Ying Chi
Solicitor, Hong Kong SAR
Watson Farley & Williams

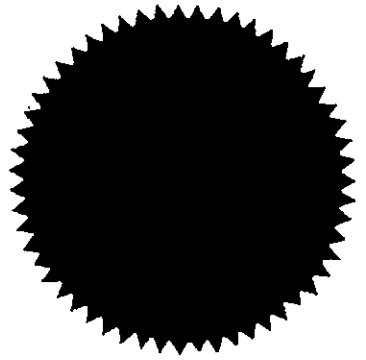


SEALED with the COMMON SEAL and SIGNED
by TONG YING CHIU
for and on behalf of
SUN CHEONG CREATIVE DEVELOPMENT
LIMITED
新昌創展有限公司
in the presence of:-


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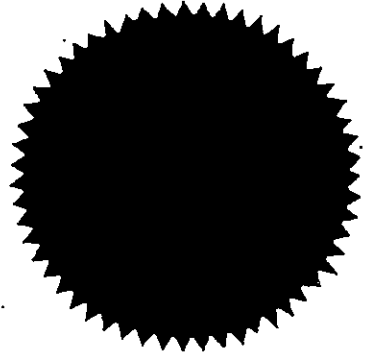
Yu Ying Chi
Solicitor, Hong Kong SAR
Watson Farley & Williams



SEALED with the COMMON SEAL and SIGNED)
by TONG YING CHIU)
for and on behalf of)
UNI-PRO LTD)
專業有限公司)
in the presence of:-)



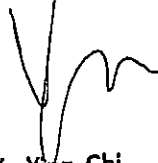
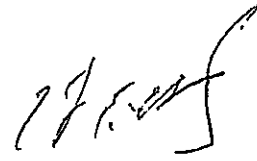
Yu Ying Chi
Solicitor, Hong Kong S.A.R.
Watson Farley & Williams



THE EXECUTIVE DIRECTORS

**SIGNED, SEALED and DELIVERED by
TONG YING CHIU**
in the presence of:-

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Yu Ying Chi
Solicitor, Hong Kong SAR
Watson Farley & Williams



SIGNED, SEALED and DELIVERED by
NG SIU KUEN SYLVIA
in the presence of:-

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Ng Siu Kuen



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Yu Ying Chi
Solicitor, Hong Kong SAR
Watson Farley & Williams

SIGNED, SEALED and DELIVERED by
TONG BAK NAM BILLY
in the presence of:-

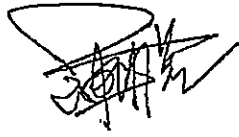



Yu Ying Chi
Solicitor, Hong Kong SAR
Watson Farley & Williams

THE SOLE SPONSOR

**SIGNED by CHEN SZE HON, JOHNSON
for and on behalf of
GIRAFFE CAPITAL LIMITED**

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in the presence of:-

CHEUNG HUI TZUNG

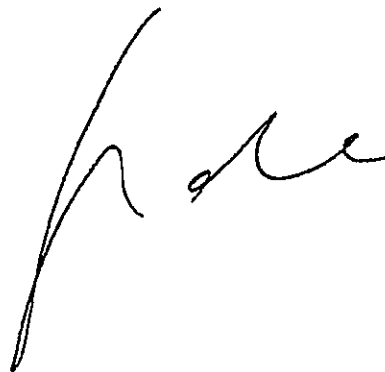


SIGNED by Wong Shin Yee Freda
for and on behalf of
SOUTH CHINA SECURITIES LIMITED


in the presence of:- **KWOK Hiu Fu**



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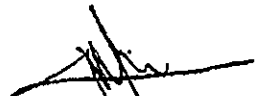


SIGNED by
for and on behalf of
**FUTURE LAND RESOURCES SECURITIES
LIMITED**

in the presence of:-


Fong Ka Kiu, Fonzie
Title: Responsible Officer

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Man Kam Fai
Title: Executive Director

SIGNED by Wong Shin Yee Freda
for and on behalf of
SOUTH CHINA SECURITIES LIMITED

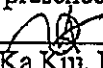
in the presence of:- KWOK Hiu Fu



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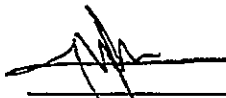


SIGNED by
for and on behalf of
FUTURE LAND RESOURCES SECURITIES
LIMITED

in the presence of:-


Fong Ka Kiu, Fonzie
Title: Responsible Officer

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Man Kam Fai
Title: Executive Director

THE CO-MANAGER

SIGNED by **CHAN WAI HO**
for and on behalf of
GIRAFFE CAPITAL LIMITED
and as lawful attorney for and on behalf of
YUZHOU FINANCIAL HOLDINGS LIMITED

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) *Chan Wai Ho*
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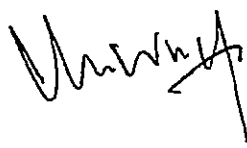
in the presence of:-

CHEUNG HOI TUNG

Choi

THE PLACING UNDERWRITERS

**SIGNED by CHAN WAI HO
for and on behalf of
GIRAFFE CAPITAL LIMITED**

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in the presence of:-

CHEUNG HUI TRUNG



SIGNED by Wong Shin Yee Freda
for and on behalf of
SOUTH CHINA SECURITIES LIMITED

in the presence of:- KWOK Hiu Fu

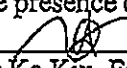


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SIGNED by
for and on behalf of
FUTURE LAND RESOURCES SECURITIES
LIMITED

in the presence of:-



Fong Ka Kiu, Fonzie
Title: Responsible Officer

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Man Kam Fai
Title: Executive Director